

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

In re:

SW LIQUIDATION, LLC,¹

Debtor.

Chapter 11

Case No. 15-10327 (LSS)

Ref. Nos. 417, 534 and 698

NOTICE OF FILING AMENDED PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on August 3, 2015 the above captioned debtor and debtor-in-possession (the “Debtor”) filed the *Amended Plan of Liquidation of SW Liquidation, LLC Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 417].

PLEASE TAKE FURTHER NOTICE that in connection with the Plan, on September 10, 2015, the Debtor files the *Notice of Filing Plan Supplement* [Docket No. 534]

PLEASE TAKE FURTHER NOTICE THAT on October 29, 2015 the Debtor filed the *Second Amended Plan of Liquidation of SW Liquidation, LLC Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 698] (as may be amended, supplemented or modified, including all exhibits thereto, the “Plan”).²

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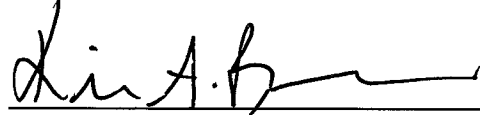
¹ The last four digits of the Debtor’s tax identification number are (7282). The Debtor’s mailing address is P.O. Box 440, Gladwyne, PA 19035.

² All capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Plan.

PLEASE TAKE FURTHER NOTICE that in connection with the Plan, the Debtor hereby files the amended Plan Supplement, which is attached hereto as "Exhibit 1."

Dated: October 29, 2015
Wilmington, Delaware

LANDIS RATH & COBB LLP



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Counsel to the Debtor and Debtor-In-Possession

Exhibit 1

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

In re:

SW LIQUIDATION, LLC,¹

Debtor.

Chapter 11

Case No. 15-10327 (LSS)

AMENDED PLAN SUPPLEMENT

This amended Plan Supplement contains documents filed in connection with the *Second Amended Plan of Liquidation of SW Liquidation, LLC Pursuant to Chapter 11 of the Bankruptcy Code*, dated October 29, 2015 [Docket No. 698] (as may be amended, supplemented or modified, including all exhibits thereto, the "Plan").² Included in this amended Plan Supplement are the following:

- Exhibit A Revised Form of the Liquidating Trust Agreement
- Exhibit B Blackline of the Revised Form of the Liquidating Trust Agreement compared against the version filed in the first Plan Supplement
- Exhibit C Identity of the Liquidating Trustee
- Exhibit D Identity of Retained Causes of Action

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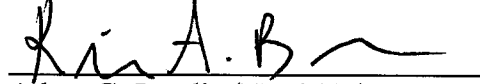
¹ The last four digits of the Debtor's tax identification number are (7282). The Debtor's mailing address is P.O. Box 440, Gladwyne, PA 19035.

² All capitalized terms used herein or in the attached exhibits and not otherwise defined herein shall have the respective meanings ascribed to them in the Plan.

The Debtor reserves the right to alter, amend, update, supplement, or modify the Plan Supplement.

Dated: October 29, 2015
Wilmington, Delaware

LANDIS RATH & COBB LLP



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Counsel to the Debtor and Debtor-In-Possession

Exhibit A

Revised Form of the Liquidating Trust Agreement

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SUBJECT TO FURTHER REVIEW, COMMENT AND APPROVAL

LIQUIDATING TRUST AGREEMENT

This Liquidating Trust Agreement (the "Liquidating Trust Agreement") dated as of _____, 2015, is made and entered into by and among SW Liquidation, LLC, as debtor and debtor-in-possession (the "Debtor"), and Michael J. Kadelski, as the Liquidating Trustee (defined below) (collectively, the "Parties").

RECITALS

WHEREAS, on February 17, 2015, the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (as amended or modified, the "Bankruptcy Code") commencing its chapter 11 case (the "Chapter 11 Case") in the United States Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, on February 26, 2015, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed the Official Committee of Unsecured Creditors (the "Committee"). On June 17, 2015, the Committee was reconstituted based on the resignation of Eight Tower Bridge Development Associates from the Committee. On July 21, 2015, the Committee was reconstituted for the second time based on the resignation of Michael Bartell and the addition of GGP Limited Partnership to the Committee;

WHEREAS, on May 28, 2015, the Bankruptcy Court entered the *Order (I) Approving Asset Purchase Agreement and Authorizing the Sale of Certain Assets of the Debtor Outside the Ordinary Course of Business, (II) Authorizing the Sale of Assets Free and Clear of all Liens, Claims, Encumbrances and Interests, (III) Authorizing the Assumption and Assignment or Rejection of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [D.I. 280] (the "Sale Order");

WHEREAS, the Sale Order, among other things, approved a sale of substantially all of the Debtor's assets (with the exception to those related to the Saladworks in Paoli, Pennsylvania) (the "Sale") to SW Acquisition Company, LLC (the "Buyer") pursuant to that certain Asset Purchase Agreement dated April 22, 2015 by and between the Debtor and the Buyer (the "Asset Purchase Agreement");

WHEREAS, on June 12, 2015, (the "Closing Date"), the Sale to the Buyer closed, the Saladworks store in Paoli was shut down and the Debtor began winding-down its affairs;

WHEREAS, on July 1, 2015, the Debtor filed (a) the *Disclosure Statement for the Plan of Liquidation of SW Liquidation, LLC Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 336] (as amended from time to time and including all exhibits and supplements thereto, the "Disclosure Statement") and (b) the *Plan of Liquidation of SW Liquidation, LLC Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 335] (as may be amended, supplemented or modified, including all exhibits and supplements thereto, the "Plan"),¹ designed to, among other things, distribute the funds flowing from the Closing of the Sale to pay valid Allowed Claims and

¹ Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Plan.

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Interests. On August 3, 2015, the Debtor filed an amended version of the Plan [D.I. 417] and Disclosure Statement [D.I. 418]. On October [INSERT DATE], 2015, the Debtor filed a second amended version of the Plan [Docket No. [INSERT]];

WHEREAS, on August 5, 2015, the Bankruptcy Court entered the *Order Approving Motion of the Debtor for Entry of an Order (A) Approving the Disclosure Statement; (B) Approving Certain Dates Related to Solicitation and Confirmation of the Plan; (C) Approving Solicitation and Notice Procedures Related Thereto; (D) Approving the Forms of the Ballot and Notices in Connection Therewith; (E) Establishing Voting and General Tabulation Procedures; and (F) Granting Related Relief* [D.I. 428] (the "Solicitation Order"), finding that, among other things, the Disclosure Statement contains "adequate information" within the meaning contained in Bankruptcy Code section 1125(a) and establishing procedures to govern the solicitation of the Plan (the "Solicitation Procedures");

WHEREAS, on October ____, the Court entered the *Findings of Fact, Conclusions of Law and Order Confirming the Amended Plan of Liquidation of SW Liquidation, LLC Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. [REDACTED]] (the "Confirmation Order");

WHEREAS, the Plan, among other things, provides for the formation of a Liquidating Trust pursuant to this Liquidating Trust Agreement and the selection of the Liquidating Trustee (defined below) to administer the Liquidating Trust and hold in trust for the benefit of the Debtor's Creditors and Interest holders all Liquidating Trust Assets for distribution to certain of the Debtor's Creditors and Interest holders in a manner consistent with the Plan, the Confirmation Order and/or further orders of the Bankruptcy Court;

WHEREAS, the Liquidating Trust Assets shall be distributed to certain holders of Allowed Claims and Interests (collectively, the "Beneficiaries" or individually "Beneficiary") pursuant to and in accordance with this Liquidating Trust Agreement, the Plan, the Confirmation Order or further orders of the Bankruptcy Court; and

WHEREAS, for federal income tax purposes, the Beneficiaries of the Liquidating Trust shall be treated as the grantors of the Liquidating Trust and deemed to be the owners of the Liquidating Trust Assets and the Debtor shall treat the transfer of the Liquidating Trust Assets to the Liquidating Trust as a deemed transfer to such Beneficiaries followed by a deemed transfer by such Beneficiaries to the Liquidating Trust.

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

ARTICLE I

DECLARATION OF TRUST

1.1 Purpose of the Liquidating Trust. The Debtor, in furtherance of the Plan and Confirmation Order, hereby constitutes and creates the Liquidating Trust for the

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purpose of liquidating and distributing the Liquidating Trust Assets transferred to it with no objective to continue or engage in the conduct of a trade or business. Notwithstanding any provision of Delaware law or any other applicable law to the contrary, the Liquidating Trustee shall not have authority to engage in any trade or business, and no portion of the Liquidating Trust Assets shall be used in the conduct of a trade or business, except as is reasonably necessary for the prompt and orderly collection and reduction to Cash of the Liquidating Trust Assets.

1.2 Name of the Liquidating Trust. The Liquidating Trust established hereby shall be known as the “SW Liquidating Trust.” In connection with the exercise of its powers, the Liquidating Trustee may use such name or such variation thereof as the Liquidating Trustee sees fit, and may transact the affairs of the Liquidating Trust in such name.

1.3 Transfer of Liquidating Trust Assets to Create Liquidating Trust. Without further action of the Debtor, after execution of the Liquidating Trust Agreement and on the Effective Date, the Liquidating Trust Agreement shall become effective. The Liquidating Trustee shall accept the Liquidating Trust and sign the Liquidating Trust Agreement on the Effective Date and the Liquidating Trust will then be deemed created and effective. The Debtor, and its respective Estate hereby irrevocably grants, releases, assigns, transfers, conveys and delivers, for and on behalf of the Beneficiaries, the Liquidating Trust Assets, which transfer shall be free of all claims, liens, interests and encumbrances. To the extent necessary, desirable or required on and after the Effective Date, the Debtor, and any of its successors or assigns, shall take all actions necessary to irrevocably grant, release, assign, transfer, convey and deliver, for and on behalf of the Beneficiaries, the Liquidating Trust Assets to the Liquidating Trustee. The Debtor, and any of its successors or assigns, shall execute and deliver or cause to be executed and delivered to the Liquidating Trustee all such documents, in recordable form where necessary or appropriate, and the Debtor, and its successor or assigns shall take or cause to be taken such further or other action, as the Liquidating Trustee may deem appropriate, to vest or perfect in or confirm to the Liquidating Trustee, title to and possession of all of the Liquidating Trust Assets as of the Effective Date.

1.4 Acceptance by the Liquidating Trustee. The Liquidating Trustee hereby accepts: (a) the appointment to serve as the Liquidating Trustee; (b) the transfer of the Liquidating Trust Assets on behalf of the Liquidating Trust; (c) the trust imposed on the Liquidating Trustee by this Liquidating Trust Agreement; and (d) any liabilities of the Liquidating Trust, on behalf of the Liquidating Trust, to the extent provided in the Plan, Confirmation Order or this Liquidating Trust Agreement. The Liquidating Trustee agrees to receive, hold, administer and distribute the Liquidating Trust Assets pursuant to the terms of the Plan, Confirmation Order and this Liquidating Trust Agreement. Unless otherwise expressly provided in the Plan, the Liquidating Trustee assumes the responsibility to reconcile and satisfy certain of the Allowed Claims and Interests and meet all other obligations of the Debtor’s estate in connection with the Liquidating Trust Assets and Allowed Claims and Interests in accordance with the Plan, Confirmation Order and any further order of the Bankruptcy Court. The Liquidating Trustee agrees to perform all acts necessary to ensure the transfer of the Liquidating Trust Assets to the Liquidating Trustee on behalf of the Liquidating Trust.

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ARTICLE II

LIQUIDATING TRUST GOVERNANCE

2.1 Governance. The Liquidating Trust shall be managed by the Liquidating Trustee. The Liquidating Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of this Liquidating Trust Agreement and not otherwise. Subject to the terms and conditions of this Liquidating Trust Agreement, the Liquidating Trustee may delegate responsibility for discrete issues or decisions to one or more third parties subject to continued oversight by the Liquidating Trustee.

ARTICLE III

LIQUIDATING TRUSTEE - GENERALLY

3.1 Appointment. There shall at all times be a trustee who shall be responsible for the administration of the Liquidating Trust (the "Liquidating Trustee"). The initial Liquidating Trustee shall be Michael J. Kadelski. Any successor Liquidating Trustee shall be appointed as herein provided.

3.2 Term of Service. The initial Liquidating Trustee, and each successor Liquidating Trustee, shall serve until the earlier to occur of (a) the termination of the Liquidating Trust in accordance with Article XI of this Liquidating Trust Agreement, or (b) such Liquidating Trustee's resignation, death, dissolution, removal or liquidation.

3.3 Services. The Liquidating Trustee shall be entitled to engage in such other activities as it deems appropriate that are not in conflict with the Debtor, the Plan, the Confirmation Order, and this Liquidating Trust Agreement or the interests of the Beneficiaries. The Liquidating Trustee shall devote such time as is necessary to fulfill all of its duties as Liquidating Trustee.

3.4 Resignation, Death, Dissolution or Removal of Liquidating Trustee. The Liquidating Trustee may resign at any time upon ninety (90) days written notice to the Beneficiaries. Such resignation shall become effective on the later to occur of (a) the day specified in such notice and (b) the appointment of a successor Liquidating Trustee as set forth herein and the acceptance of such successor Liquidating Trustee of such appointment. Vernon H. Hill, II shall be permitted to select a successor Liquidating Trustee. If a successor Liquidating Trustee is not appointed or does not accept an appointment within ninety (90) days following delivery of resignation, the Liquidating Trustee may petition the Bankruptcy Court for the appointment of a successor Liquidating Trustee. The Liquidating Trustee (and the Liquidating Trustee's successors) may be removed by an order of the Bankruptcy Court for cause shown and upon notice and a hearing; and the Bankruptcy Court shall retain jurisdiction for this purpose under the Plan, Confirmation Order and the Liquidating Trust Agreement. No successor Liquidating Trustee hereunder shall in any event have any liability or responsibility for the acts or omissions of any of his, her or its predecessors. Every successor Liquidating Trustee appointed pursuant to the terms hereof shall execute, acknowledge and deliver an instrument in writing accepting such appointment hereunder, and thereupon such successor Liquidating

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Trustee, without any further act, shall become fully vested with all of the rights, powers, duties and obligations of his, her or its predecessor.

3.5 Trust Continuance. The death, dissolution, resignation, or removal of the Liquidating Trustee shall not terminate the Liquidating Trust or revoke any existing agency (other than any agency of such Liquidating Trustee as the Liquidating Trustee) created pursuant to this Liquidating Trust Agreement or invalidate any action theretofore taken by the Liquidating Trustee, and the successor Liquidating Trustee agrees that the provisions of this Liquidating Trust Agreement shall be binding upon and inure to the benefit of the successor Liquidating Trustee and all his, her or its heirs and legal and personal representatives, successors or assigns.

3.6 Compensation and Expenses of Liquidating Trustee. The Liquidating Trustee shall be entitled to receive compensation as shall be agreed upon by Vernon W. Hill, II and the Liquidating Trustee and shall be reimbursed for all reasonable expenses in connection with the performance of its duties as Liquidating Trustee hereunder. Such compensation and expenses shall be expenses of the Liquidating Trust and may be paid without prior approval of the Bankruptcy Court. The compensation of any other successor Liquidating Trustee shall be the same as or less than the Liquidating Trustee.

3.7 Retention of Professionals. The Liquidating Trustee may retain and engage such professionals and persons as may be desirable or necessary to carry out its duties under this Liquidating Trust Agreement. Professionals retained by the Liquidating Trustee shall submit monthly invoices for their reasonable fees and expenses to the Liquidating Trustee for payment upon receipt by the Liquidating Trustee from the Liquidating Trust Assets. The payment of fees and expenses of the Liquidating Trustee's retained professionals shall be made in the ordinary course of business and shall not be subject to Bankruptcy Court approval. The Liquidating Trustee shall retain St. Clair, CPAs, P.C. to prepare to the Debtor's 2015 Tax Returns.

ARTICLE IV**POWERS AND LIMITATIONS OF LIQUIDATING TRUSTEE**

4.1 General Powers of the Liquidating Trustee. In connection with the administration of the Liquidating Trust, except as otherwise set forth herein, the Liquidating Trustee is authorized to perform only those acts necessary and desirable to accomplish the purposes of the Liquidating Trust, the Plan, the Confirmation Order and any other applicable orders of the Bankruptcy Court. With respect to the Liquidating Trust Assets, the Liquidating Trust shall succeed to all of the rights of the Debtor and its Estate necessary to protect, conserve, distribute and liquidate all Liquidating Trust Assets as quickly as reasonably practicable. Subject to the limitations set forth in this Liquidating Trust Agreement, the Plan, the Confirmation Order or any other order of the Bankruptcy Court, the Liquidating Trustee may exercise all powers granted to the Liquidating Trustee under this Liquidating Trust Agreement, the Plan, the Confirmation Order and any other order of the Bankruptcy Court. Without limiting, but subject to, the foregoing, the Liquidating Trustee shall be expressly authorized to:

- (a) With respect to the Liquidating Trust Assets, to exercise all power

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and authority that may be or could have been exercised, commence all proceedings that may be or could have been commenced and take all actions that may be or could have been taken by any member, officer, director or shareholder of the Debtor with like effect as if authorized, exercised and taken by unanimous action of such officers, directors and shareholders, including without limitation, amendment of the Operating Agreement and the dissolution of the Debtor;

(b) The Liquidating Trustee shall have full authority to take any steps necessary to administer this Liquidating Trust Agreement, including, without limitation, the duty and obligation (i) to make distributions therefrom to holders of Allowed Claims and Interests, unless otherwise expressly provided in the Plan, and (ii) to maintain any reserves on behalf of and for the benefit of the Beneficiaries of the Liquidating Trust;

(c) To maintain accounts; to make distributions to holders of Allowed Claims and Interests provided for or contemplated in the Plan or Confirmation Order except as otherwise set forth therein; and take other actions consistent with the Plan and Confirmation Order and the implementation thereof, including the establishment, re-evaluation, adjustment and maintenance of appropriate reserves, in the name of the Liquidating Trustee;

(d) To object to any Claims, other than the Allowed GUC Claims and Fee Claims of Consenting Professionals, including as discussed in Article VIII hereof, and to compromise or settle any Claims, other than the Allowed GUC Claims and Fee Claims of the Consenting Professionals, prior to objection without supervision or approval of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, the local rules of the Bankruptcy Court, and the guidelines and requirements of the U.S. Trustee, other than those restrictions expressly imposed by the Plan, the Confirmation Order or this Liquidating Trust Agreement;

(e) Except as otherwise expressly set forth herein, to make decisions, without further Bankruptcy Court approval, regarding the retention or engagement of professionals, employees and consultants by the Liquidating Trust, and to pay the fees and charges incurred by the Liquidating Trustee on the Liquidating Trust's behalf on or after the Effective Date for fees and expenses of professionals (including those retained by the Liquidating Trustee), disbursements, expenses or related support services relating to the winding-down of the Debtor and its Estate and implementation of the Plan without application to the Bankruptcy Court;

(f) To (i) file, if necessary, any and all tax and information returns required with respect to the Liquidating Trust as a grantor trust pursuant to Treas. Reg. 1.671-4(a) or otherwise, (ii) make tax elections by and on behalf of the Liquidating Trust, and (iii) pay taxes, if any, payable by the Liquidating Trust;

(g) To file the Debtor's 2015 Tax Returns.

(h) To take all other actions not inconsistent with the provisions of the Plan or Confirmation Order which the Liquidating Trustee deems reasonably necessary or desirable in connection with its role with respect to administering the Plan;

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(i) To invest Cash as deemed appropriate by the Liquidating Trustee; provided, however, that the scope of any such permissible investments shall be limited to include only those investments, or shall be expanded to include any additional investments, as the case may be, that a "Liquidating Trust," within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the Internal Revenue Service ("IRS") guidelines, whether set forth in IRS rulings, revenue procedures, other IRS pronouncements or otherwise;

(j) To collect any accounts receivable or other claims of the Debtor or its Estate not otherwise disposed of pursuant to the Plan or the Confirmation Order, or sold to the Buyer pursuant to the Sale Order;

(k) To implement and/or enforce all provisions of the Plan, including entering into any agreement or executing any document required by or consistent with the Plan, the Confirmation Order and the Liquidating Trust Agreement, and perform all of the Debtor's obligations thereunder;

(l) To abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization of its choice, any Liquidating Trust Asset if the Liquidating Trustee concludes that it is of no benefit to the Estate;

(m) To prosecute and/or settle Claims or Interests, other than the Allowed GUC Claims or Fee Claims of Consenting Professionals, with or without approval of the Bankruptcy Court, including any Causes of Action and exercise, participate in or initiate any proceeding before the Bankruptcy Court or any other court of appropriate jurisdiction and participate as a party or otherwise in any administrative, arbitative or other nonjudicial proceeding and pursue to settlement or judgment such actions unless otherwise released under the Plan;

(n) To purchase or create and carry all insurance policies and pay all insurance premiums and costs the Liquidating Trustee deems necessary or advisable;

(o) To collect and liquidate and/or distribute all Liquidating Trust Assets pursuant to the Plan, the Confirmation Order and the Liquidating Trust Agreement and administer the winding-down of the Debtor's affairs;

(p) To hold legal title to any and all Liquidating Trust Assets;

(q) If any of the Liquidating Trust Assets are situated in any state or other jurisdiction in which the Liquidating Trustee is not qualified to act as trustee, to nominate and appoint a Person duly qualified to act as trustee in such state or jurisdiction and require from each such trustee such security as may be designated by the Liquidating Trustee in its discretion; confer upon such trustee all the rights, powers, privileges and duties of the Liquidating Trustee hereunder, subject to the conditions and limitations of this Liquidating Trust Agreement, except as modified or limited by the Liquidating Trustee and except where the conditions and

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limitations may be modified by the laws of such state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such trustee is acting shall prevail to the extent necessary); require such trustee to be answerable to the Liquidating Trustee for all monies, assets and other property that may be received in connection with the administration of all property; and remove such trustee, with or without cause, and appoint a successor trustee at any time by the execution by the Liquidating Trustee of a written instrument declaring such trustee removed from office, and specifying the effective date and time of removal;

(r) Retain any and all Insurance Policies of the Debtor providing coverage with respect to any Liquidating Trust Asset or Claims; and

(s) Exercise such other powers as may be vested in or assumed by the Liquidating Trustee pursuant to this Liquidating Trust Agreement, the Plan, the Confirmation Order, other orders of the Bankruptcy Court, or as may be necessary and proper to carry out the provisions of the Plan.

With respect to matters concerning the Liquidating Trust Assets, the Liquidating Trustee shall stand in the same position as the Debtor with respect to any claim the Debtor may have to an attorney-client privilege, the work product doctrine, or any other privilege against production, and the Liquidating Trustee shall succeed to all of the Debtor's rights to preserve, assert or waive any such privilege with respect thereto.

4.2 Limitations on the Liquidating Trustee. Notwithstanding anything in this Liquidating Trust Agreement or the Plan or the Confirmation Order to the contrary, the Liquidating Trustee shall not do or undertake any of the following:

(a) Take any action in contravention of this Liquidating Trust Agreement, the Plan, the Confirmation Order or other order of the Bankruptcy Court;

(b) Take any action that would jeopardize treatment of the Liquidating Trust as a "Liquidating Trust" for federal income tax purposes;

(c) Grant liens on any of the Liquidating Trust Assets;

(d) Guarantee any debt;

(e) Loan Liquidating Trust Assets to the Liquidating Trustee;

(f) Purchase Liquidating Trust Assets from the Liquidating Trust;

(g) Transfer Liquidating Trust Assets to another trust with respect to which the Liquidating Trustee serves as trustee;

(h) Receive or retain Cash in excess of a reasonable amount necessary to meet all claims and contingent liabilities of the Liquidating Trust;

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(i) Commingle any of the Liquidating Trust Assets with the Liquidating Trustee's own property or the property of any other Person; or

(j) Exercise any investment power other than the power to invest in demand and time deposits in banks or savings institutions, or temporary investments such as short term certificates of deposit or Treasury bills.

4.3 Liquidating Trustee Conflicts of Interest. If the Liquidating Trustee determines, in the exercise of the Liquidating Trustee's discretion, that he or she has a material conflict of interest with respect to the settlement of a Claim or Interest, the resolution or prosecution of litigation or any other matter, the Liquidating Trustee shall appoint a special Liquidating Trustee that shall exercise the Liquidating Trustee's rights and authorities with respect to such matter, with such designee's authority to act on behalf of the Liquidating Trust to terminate upon the matter's conclusion.

ARTICLE V

LIABILITY OF THE LIQUIDATING TRUSTEE

5.1 Liquidating Trustee Standard of Care; Exculpation. In addition to any exculpation provided under the Plan or Confirmation Order, neither the Liquidating Trustee, nor any director, officer, affiliate, employee, employer, professional, agent or representative of the Liquidating Trustee (if applicable and solely in their capacities as such) shall be personally liable in connection with the affairs of the Liquidating Trust to any holder of an Allowed Claim or Interest or Beneficiary of the Liquidating Trust, or the Liquidating Trust, or any other person, except for any acts or omissions of the Liquidating Trustee as shall constitute fraud, willful misconduct or gross negligence. Every act done, power exercised or obligation assumed by the Liquidating Trustee pursuant to the provisions of this Liquidating Trust Agreement shall be held to be done, exercised or assumed, as the case may be, by the Liquidating Trustee acting in a fiduciary capacity and not otherwise, and every person, firm, corporation or other entity contracting or otherwise dealing with the Liquidating Trustee shall look only to the Liquidating Trust Assets for payment under such contract or payment of any money that may become due or payable under any obligation arising under this Liquidating Trust Agreement, in whole or in part, and the Liquidating Trustee shall not be individually liable therefor even if the Liquidating Trustee did not exempt himself, herself or itself from individual liability when entering into any contract, obligation or transaction in connection with or arising out of the Liquidating Trust.

5.2 Indemnification. Except as otherwise set forth in the Plan or Confirmation Order, the Liquidating Trustee, and any director, officer, affiliate, employee, employer, professional, agent or representative of the Liquidating Trustee (if applicable) shall be defended, held harmless and indemnified from time to time by the Liquidating Trust against any and all losses, claims, costs, expenses and liabilities (including reasonable attorneys' fees, disbursements and related expenses) to which such indemnified parties may be subject by reason of such indemnified party's execution in good faith of its duties or services pursuant to the discretion, power and authority conferred on such person by this Liquidating Trust Agreement or agreement governing the provision of services; provided, however, that the indemnification obligations arising pursuant to this Article shall indemnify neither the Liquidating Trustee, nor

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any director, officer, affiliate, employee, employer, professional, agent or representative of the Liquidating Trustee solely in their capacities as such, for any actions taken by such indemnified parties that constitute bad faith, willful misconduct, gross negligence, willful disregard of their duties or willful material breach of this Liquidating Trust Agreement, or any other form of personal liability not incurred in the Liquidating Trustee's capacity as the Liquidating Trustee under this Liquidating Trust Agreement. Satisfaction of any obligation of the Liquidating Trust arising pursuant to the terms of this Article shall be payable only from the Liquidating Trust Assets, may be advanced prior to the conclusion of such matter and such right to payment shall be prior and superior to any other rights to receive a distribution of the Liquidating Trust Assets.

5.3 No Liability for Acts of Successor/Predecessor. Upon the delivery of the Liquidating Trust Assets to a successor Liquidating Trustee, the predecessor Liquidating Trustee shall have no further liability or responsibility with respect thereto. A successor Liquidating Trustee shall have no duty to examine or inquire into the acts or omissions of its immediate or remote predecessor and no successor Liquidating Trustee shall be in any way liable for the acts or omissions of any predecessor Liquidating Trustee unless a successor Liquidating Trustee expressly assumes such responsibility.

5.4 Reliance by the Liquidating Trustee on Documents, Mistake of Fact or Advice of Counsel. Except as otherwise provided in this Liquidating Trust Agreement, the Liquidating Trustee may rely, and shall be protected from liability for acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document reasonably believed by the Liquidating Trustee to be genuine and to have been presented by an authorized party. Also, the Liquidating Trustee shall not be liable if the Liquidating Trustee acts based on a mistake of fact before having actual knowledge of an event. The Liquidating Trustee shall not be liable for any action taken or suffered by the Liquidating Trustee in reasonably relying upon the advice of counsel or other professionals engaged by the Liquidating Trustee.

5.5 Insurance. The Liquidating Trustee may purchase errors and omissions insurance with regard to any liabilities, losses, damages, claims, costs and expenses it may incur, including but not limited to attorneys' fees, arising out of or due to its actions or omissions, or consequences of such actions or omissions, other than as a result of its gross negligence or willful misconduct, with respect to the implementation and administration of the Plan, the Confirmation Order or this Liquidating Trust Agreement.

ARTICLE VI**DUTIES OF THE LIQUIDATING TRUSTEE**

6.1 General. The Liquidating Trustee shall have all duties specified in this Liquidating Trust Agreement.

6.2 Register of Beneficiaries. The Liquidating Trustee shall maintain at all times a register of the names, addresses and amounts of Allowed Claims and Interests of the Beneficiaries (the "Register"). The Liquidating Trustee shall not be liable for relying on the accuracy of the Register, provided that the Liquidating Trustee has properly maintained the

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Register in accordance with this Liquidating Trust Agreement, including making all changes based upon proper notification having been submitted to the Liquidating Trustee under this Liquidating Trust Agreement.

6.3 Books and Records. The Liquidating Trustee also shall maintain, in respect of the Liquidating Trust and the Beneficiaries, books and records relating to the Liquidating Trust Assets and the payment of expenses of and claims against or assumed by the Liquidating Trust in accordance with generally accepted accounting principles and for such period of time as may be necessary to enable the Liquidating Trustee to make full and proper reports in respect thereof. Except as expressly provided in this Liquidating Trust Agreement, nothing in this Liquidating Trust Agreement is intended to require the Liquidating Trustee to file any accounting or seek approval of any court with respect to the administration of the Liquidating Trust, or as a condition for making any payment or distribution out of the Liquidating Trust Assets.

6.4 Interim Reports to Beneficiaries. The Liquidating Trustee may from time to time in its discretion report to the Beneficiaries on the status of the Liquidating Trust.

6.5 Final Accounting of Liquidating Trustee. The Liquidating Trustee shall within ninety (90) days after the termination of the Liquidating Trust or its resignation, removal, liquidation or death (in which case, the obligation contained in this Article shall pass to the Liquidating Trustee's estate), render a final accounting pursuant to the Bankruptcy Rules and U.S. Trustee Guidelines.

ARTICLE VII

BENEFICIARIES

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

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

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

7.4 Absolute Owners. The Liquidating Trustee may deem and treat the Beneficiary reflected as the owner of a beneficial interest on the Register as the absolute owner thereof for the purposes of receiving distributions and payments on account thereof for federal, state and local income tax purposes and for all other purposes whatsoever.

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7.5 Change of Address. Notice of any change of address of a Beneficiary shall be forwarded to the Liquidating Trustee by registered mail. The notice shall be executed by the respective Beneficiary and notarized. Absent such written notice, the Liquidating Trustee shall not recognize any such change of address.

7.6 Effect of Death, Dissolution, Incapacity or Bankruptcy of Beneficiary. The death, dissolution, incapacity or bankruptcy of a Beneficiary during the term of the Liquidating Trust shall not operate to terminate the Liquidating Trust during the term of the Liquidating Trust nor shall it entitle the representative or creditors of the deceased, incapacitated or bankrupt Beneficiary to an accounting or to take any action in any court or elsewhere for the distribution of the Liquidating Trust Assets or for a partition thereof nor shall it otherwise affect the rights and obligations of the Beneficiary under this Liquidating Trust Agreement or in the Liquidating Trust.

7.7 Standing. Except as expressly provided in this Liquidating Trust Agreement, a Beneficiary does not have standing to direct the Liquidating Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any party (other than against the Liquidating Trustee to the extent provided in this Liquidating Trust Agreement) upon or with respect to the Liquidating Trust Assets.

ARTICLE VIII

PROCEDURES FOR RESOLVING AND TREATING CONTESTED CLAIMS

8.1 Objection Deadline. As soon as practicable, but in no event later than one hundred and eighty (180) days after the Effective Date (subject to extension by the Bankruptcy Court upon motion of the Liquidating Trustee), unless otherwise set forth in the Plan with respect to the General Unsecured Claims Settlement, objections to Claims, other than the Allowed GUC Claims and Fee Claims of Consenting Professionals, shall be filed with the Bankruptcy Court and served upon holders of each of the Claims or Interests to which objections are made.

8.2 Prosecution of Disputed Claims or Interests. The Liquidating Trustee is authorized and empowered, but not required, to resolve consensually any disputes regarding the allowance or amount of any Claim or Interest, other than the Allowed GUC Claims or Fee Claims of Consenting Professionals. All objections that are filed and prosecuted as provided herein shall be litigated to a final order or compromised and settled in accordance with Article 4.1 of this Liquidating Trust Agreement.

8.3 Reserves — Payment of Disputed Claims. The Reserved Funds, other than the Professional Fee Claim Reserve, shall be segregated and held by the Liquidating Trustee on and after the Effective Date for the payment of Disputed Claims, which become Allowed Claims. If a Claim for which allowance is pending becomes an Allowed Claim, such Claims shall be paid from the Reserved Funds, other than the Professional Fee Claim Reserve, pursuant to the terms of the Plan within ten (10) days following a Final Order allowing such Claim.

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8.4 Claims Settlement Authority. Notwithstanding any requirement that may be imposed pursuant to Bankruptcy Rule 9019, from and after the Effective Date, the Liquidating Trustee may settle all Claims or Interests, other than the Allowed GUC Claims and Fee Claims of Consenting Professionals, and all claims that the Debtor, the Committee or the Liquidating Trust, as appropriate, have asserted against other parties, prior to objection without supervision or approval of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, the local rules of the Bankruptcy Court, and the guidelines and requirements of the U.S. Trustee, other than those restrictions expressly imposed herein.

8.5 Estimation of Claims. The Liquidating Trustee may, at any time, request that the Bankruptcy Court estimate, pursuant to Bankruptcy Code Section 502(c), any Claim, other than the Allowed GUC Claims and Fee Claims of Consenting Professionals, that is contingent or unliquidated, regardless of whether the Debtor, Committee or other party in interest has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, the amount of such estimation will constitute either the allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Liquidating Trustee may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the aforementioned Claim objection, estimation and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims, other than the Allowed GUC Claims and Fee Claims of Consenting Professionals, may be estimated and thereafter resolved in any manner consistent with the provisions of this Liquidating Trust Agreement, the Plan, the Confirmation Order or further order of the Bankruptcy Court.

ARTICLE IX**DISTRIBUTIONS**

9.1 Distributions to Beneficiaries from Liquidating Trust Assets. All payments to be made by the Liquidating Trustee to any Beneficiary shall be made only in accordance with this Liquidating Trust Agreement, the Plan, the Confirmation Order or further order of the Bankruptcy Court and from the Liquidating Trust Assets (or from the proceeds realized from the Liquidating Trust Assets) and only to the extent that the Liquidating Trust has sufficient Liquidating Trust Assets (or proceeds realized from the Liquidating Trust Assets) to make such payments in accordance with and to the extent provided for in this Liquidating Trust Agreement, the Plan, the Confirmation Order or further order of the Bankruptcy Court. Any distribution made by the Liquidating Trustee in good faith shall be binding and conclusive on all interested parties.

9.2 Distributions; Withholding. Unless otherwise provided in the Plan, the Liquidating Trustee shall make distributions to the Beneficiaries from all net Liquidating Trust Assets; provided, however, that the Liquidating Trust may retain such amounts (a) as are reasonably necessary to meet contingent liabilities and to maintain the value of the Liquidating Trust Assets during the term of the Liquidating Trust, (b) to pay reasonable administrative

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expenses including, without limitation, the compensation and the reimbursement of reasonable, actual and necessary costs, fees (including attorneys' fees) and expenses of the Liquidating Trust and Liquidating Trustee in connection with the performance of its duties in connection with this Liquidating Trust Agreement, and (c) to satisfy all other liabilities incurred or assumed by the Liquidating Trust (or to which the Liquidating Trust Assets are otherwise subject) in accordance with this Liquidating Trust Agreement. All costs and expenses associated with the administration of the Liquidating Trust shall be the responsibility of and paid by the Liquidating Trust from the Liquidating Trust Assets. All distributions shall be made as provided, and subject to any withholding or reserve, in this Liquidating Trust Agreement. Additionally, the Liquidating Trustee may withhold from amounts distributable to any Beneficiary any and all amounts, determined in the Liquidating Trustee's reasonable discretion, to be required by any law, regulation, rule, ruling, directive or other governmental requirement.

9.3 No Distribution Pending Allowance. Unless otherwise provided in the Plan, no payment or distribution shall be made from the Liquidating Trust with respect to any Claim or Interest until the Liquidating Trustee has determined that such claim should be Allowed.

9.4 Disputed Identity of Holder. If any dispute arises as to the identity of a holder of an Allowed Claim who is to receive any distribution hereunder, the Liquidating Trustee may, in lieu of making such distribution to such person, make such distribution into an escrow account until the disposition thereof shall be determined by Bankruptcy Court order or by written agreement among the interested parties to such dispute.

9.5 No Recourse against the Liquidating Trust or the Liquidating Trustee. Notwithstanding that the Allowed amount of any particular disputed Claim or Interest is reconsidered under the applicable provisions of the Bankruptcy Code and Bankruptcy Rules or is Allowed in an amount for which there is insufficient Cash to provide a recovery equal to that received by other holders of Allowed Claims or Interests, no Claim or Interest holder shall have recourse against the Debtor, the Liquidating Trust, the Liquidating Trustee, or any of their respective professionals, or their successors or assigns, or the holder of any other Claim or Interest, or any of their respective property. However, nothing in this Liquidating Trust Agreement shall modify any right of a holder of a Claim or Interest under Bankruptcy Code Section 502(j). **THUS, THE BANKRUPTCY COURT'S ENTRY OF AN ESTIMATION ORDER MAY LIMIT THE DISTRIBUTION TO BE MADE ON INDIVIDUAL DISPUTED CLAIMS OR INTERESTS, REGARDLESS OF THE AMOUNT FINALLY ALLOWED ON ACCOUNT OF SUCH DISPUTED CLAIMS OR INTERESTS.**

9.6 Non-Cash Property. Any non-Cash property of the Liquidating Trust may be sold, transferred or abandoned by the Liquidating Trustee. The net proceeds of such sales shall be held in the Liquidating Trust pending distribution or until used to fund the Liquidating Trust's obligations hereunder. If such property cannot, in the Liquidating Trustee's judgment, be sold in a commercially reasonable manner, the Liquidating Trustee shall have the right to abandon or otherwise dispose of such property, including by donation of such property to a charity designated by the Liquidating Trustee. Except in the case of willful misconduct, no party in interest shall have a cause of action against the Debtor, the Liquidating Trustee, or their

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officers, directors, employees, consultants or professionals arising from or related to: (a) the disposition of non-Cash property in accordance with this Section; or (b) the investment of amounts by the Liquidating Trustee.

9.7 Unclaimed Property. The Liquidating Trustee shall establish a reserve for all Unclaimed Property (the "Unclaimed Property Reserve"). Such Unclaimed Property shall be in held in a reserve, for a period of thirty (30) days, for the recipients of the beneficial interests entitled thereto under the terms of this Liquidating Trust Agreement, the Plan and the Confirmation Order. Once the distribution to Allowed Claim or Interest holders becomes Unclaimed Property, the Liquidating Trustee shall, subject to the limitations set forth herein, (a) hold such Unclaimed Property in the Unclaimed Property Reserve solely for the benefit of such holder or holders which have failed to claim such Unclaimed Property and (b) release the Unclaimed Property from the Unclaimed Property Reserve and deliver to the holder entitled thereto upon presentation of proper proof by such holder of its entitlement thereto. After the expiration of thirty (30) days, the holders of Allowed Claims or Interests theretofore entitled to such Unclaimed Property shall cease to be entitled thereto and shall be entitled to no further distribution under this Liquidating Trust Agreement, the Plan, or the Confirmation Order and such Claims or Interests shall be deemed disallowed and expunged in their entirety and the funds shall be redistributed to the other holders of Allowed Claims and Interests or otherwise in accordance with the terms of this Liquidating Trust Agreement, the Plan and the Confirmation Order. Such funds shall not be subject to the escheat laws of any state.

9.8 Tax Implications for Recipients of Distributions. Notwithstanding any other provision of the Plan, the Confirmation Order or this Liquidating Trust Agreement, each Entity receiving a distribution of Cash or other consideration pursuant to the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on it by any Governmental Unit on account of the distribution, including income, withholding and other tax obligations.

9.9 Method of Cash Distributions. Any cash payment to be made by the Liquidating Trustee pursuant to this Liquidating Trust Agreement will be in U.S. dollars, by the means agreed to by payor and payee, including by draft, check, wire transfer, or in the absence of an agreement, such commercially reasonable manner as the Liquidating Trustee shall determine in its sole discretion.

9.10 No Distribution in Excess of Allowed Amount of Claim or Interest. Notwithstanding anything to the contrary herein, no holder of an Allowed Claim or Interest shall receive in respect of such Claim or Interest any distribution in excess of the Allowed amount of such Claim or Interest. Other than with respect to Claims as provided for in the Scardapane Entities Amended Plan Settlement and the General Unsecured Claim Settlement, post-petition interest shall accrue and be paid on Allowed Claims. Unless otherwise set forth in any applicable contract, interest shall be the Federal Judgment Rate. All interest earned on the funds held by the Liquidating Trust in any account shall be distributed with the distributions provided in the Plan.

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9.11 Fractional Dollars/De Minimis Distributions. The Liquidating Trustee shall not be required to make distributions or payments of fractions of dollars, and whenever any payment of a fraction of a dollar would otherwise be called for, the actual payment made shall reflect a rounding down of such fraction to the nearest whole dollar. In addition, the Liquidating Trustee shall not be required to make any distribution in an amount less than \$50.00. To the extent that such a distribution shall be called for as part of any interim distribution, the Liquidating Trustee shall establish a reserve for all distributions in the amount of less than \$50.00 and shall, when and if the holder of a Claim or Interest is entitled to a distribution of \$50.00 or more, make such a distribution at such time. The Liquidating Trustee shall not be required to make any Final Distribution of less than \$50.00 and all monies otherwise payable in such amount shall be paid to the other holders of Allowed Claims and Interests, in accordance with this Liquidating Trust Agreement, the Plan and the Confirmation Order.

ARTICLE X**TAXES**

10.1 Income Tax Status. Consistent with Revenue Procedure 94-45, 1994-28 I.R.B. 124, the Liquidating Trust shall be treated as a liquidating trust pursuant to Treasury Regulation Section 301.7701-4(d) and as a grantor trust pursuant to Sections 671-677 of the Internal Revenue Code of 1986 (as amended, the “Tax Code”). Accordingly, it is intended that the transfer of the Liquidating Assets to the Liquidating Trust shall be treated, for all income tax purposes, as a deemed transfer of the Liquidating Trust Assets to the Beneficiaries of the Liquidating Trust for all income purposes, followed by a deemed transfer of such assets by such Beneficiaries to the Liquidating Trust. The Liquidating Trust shall be considered a “grantor” trust, and the Beneficiaries of the Liquidating Trust shall be treated as the grantors and the deemed owners of the Liquidating Trust.

10.2 Tax Returns. In accordance with Tax Code Section 6012 and Treasury Regulation Section 1.671-4(a), the Liquidating Trustee shall file with the IRS annual tax returns on Form 1041 with respect to the Liquidating Trust. In addition, the Liquidating Trustee shall file in a timely manner such other tax returns as are required by applicable law and pay any taxes shown as due thereon relating to the Liquidating Trust. The Liquidating Trustee shall send to each Beneficiary a copy of the Form 1041 for the Liquidating Trust (without attaching any other Beneficiary’s Schedule K-1 or other applicable information form) within a reasonable time following the end of the taxable year, along with such Beneficiary’s Schedule K-1 or other applicable information form. The Liquidating Trustee shall also, with the assistance of St. Clair CPAs, P.C., file the Debtor’s 2015 Tax Return, in accordance with the provisions of the Plan.

10.3 Withholding of Taxes Related to Liquidating Trust Operations. To the extent that the operation of the Liquidating Trust or the liquidation of the Liquidating Trust Assets creates a tax liability of the Liquidating Trust in excess of applicable net operating losses, the Liquidating Trustee shall promptly pay such tax liability, if any, and any such payment shall be considered a cost and expense of the operation of the Liquidating Trust payable from the Liquidating Trust Assets. The Liquidating Trustee may reserve a sum, the amount of which shall be determined by the Liquidating Trustee in its sole discretion, sufficient to pay the accrued or potential tax liability arising out of the operations of the Liquidating Trust or the liquidation of

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the Liquidating Trust Assets. In the exercise of its sole discretion, the Liquidating Trustee may enter into agreements with taxing authorities or other governmental units for the payment of such amounts as may be withheld.

10.4 Valuations. The Liquidating Trustee and the Beneficiaries shall utilize consistent valuations of the Liquidating Trust Assets and such valuations shall be used for all federal income tax purposes.

ARTICLE XI**TERMINATION OF TRUST**

11.1 Maximum Term. The term of the Liquidating Trust shall end no later than the tenth (10th) anniversary of the Effective Date (the “Initial Trust Term”) if not otherwise terminated sooner by the distribution of all of the Liquidating Trust Assets; provided, however, that the Liquidating Trustee may extend the term of the Liquidating Trust for an additional one (1) year (the “Supplemental Liquidating Trust Term”) by filing a notice of the Liquidating Trustee’s intent to extend the term of the Liquidating Trust with the Bankruptcy Court and obtaining the approval of the Bankruptcy Court within six (6) months of the beginning of the extended term; provided further, however, that such extension shall be without prejudice to the right of the United States Securities and Exchange Commission or any party in interest under Bankruptcy Code Section 1109 for cause shown, after notice to the Liquidating Trustee and all parties requesting service under Bankruptcy Rule 2002 and a hearing, to shorten the Supplemental Liquidating Trust Term.

11.2 Events Upon End of Term Termination. Upon the termination of the Liquidating Trust, the Liquidating Trustee shall distribute the remaining Liquidating Trust Assets, if any, to the Beneficiaries, in accordance with this Liquidating Trust Agreement, the Plan and the Confirmation Order.

11.3 Winding-Up and Discharge of the Liquidating Trustee. For the purposes of winding-up the affairs of the Liquidating Trust at its termination, the Liquidating Trustee shall continue to act as the Liquidating Trustee until its duties have been fully discharged. After doing so, the Liquidating Trustee, its agents and employees shall have no further duties or obligations hereunder, except as required by this Liquidating Trust Agreement or applicable law concerning the termination of a trust. Upon a motion by the Liquidating Trustee, the Bankruptcy Court may enter an order relieving the Liquidating Trustee, its agents and employees of any further duties, discharging the Liquidating Trustee and releasing its bond, if any.

ARTICLE XII**MISCELLANEOUS PROVISIONS**

12.1 Amendments. This Liquidating Trust Agreement may only be modified, supplemented or amended by the Liquidating Trustee in a written, acknowledged instrument, without further court approval.

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

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

12.4 Access to Books and Records; Preservation of Privileges and Immunities.

(a) On or prior to the Effective Date, the Debtor shall transfer to the Liquidating Trust all originals and/or copies of available documents and business records of the Debtor, to the extent they exist and are in the Debtor's possession. The Liquidating Trustee shall uphold all of the Debtor's obligations under the Asset Purchase Agreement with respect to the documents transferred hereunder. Except as provided in the Asset Purchase Agreement, the Liquidating Trust shall maintain such records until the earlier of: (a) the entry of a final decree or (b) five (5) years from the filing of the Debtor's final tax returns. Thereafter, said records may be destroyed or otherwise disposed of by the Liquidating Trustee. If the Liquidating Trustee seeks to destroy or otherwise dispose of any records of the Debtor's Estate prior to the time periods set forth herein, the Liquidating Trustee shall be entitled to do so upon Final Order of the Bankruptcy Court after notice and hearing.

(b) After the Effective Date, with respect to the Liquidating Trust Assets, no Person other than the Liquidating Trustee shall have the right to assert or waive any privilege of the Debtor or to make any admission or statement against interest respecting the Debtor as they relate to the Liquidating Trust Assets. Any documents or communications (whether written or oral) transferred to the Liquidating Trust shall vest in the Liquidating Trustee and its representatives, and the Liquidating Trustee is authorized to take all necessary actions to effectuate the transfer of such privileges.

12.5 Irrevocability. This Liquidating Trust Agreement and the Liquidating Trust created hereunder shall be irrevocable, except as expressly provided in Article 11.1 of this Liquidating Trust Agreement.

12.6 Tax Identification Numbers. The Liquidating Trustee may require any Beneficiary to furnish to the Liquidating Trustee its social security number or employer or taxpayer identification number as assigned by the IRS and the Liquidating Trustee may condition any distribution to any Beneficiary upon the receipt of such identification number.

12.7 Relationship to the Plan and Confirmation Order. The principal purpose of this Liquidating Trust Agreement is to aid in the implementation of the Plan and the Confirmation Order; therefore, this Liquidating Trust Agreement incorporates and is subject to the provisions of the Plan and Confirmation Order. In the event that any provision of this Liquidating Trust Agreement is found to be inconsistent with a provision of the Plan or

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Confirmation Order, the provisions of the Plan or Confirmation Order, as applicable, shall control.

12.8 Governing Law. This Liquidating Trust Agreement shall be governed and construed in accordance with the laws of the State of Delaware, and all matters pertaining to the validity and construction of this Liquidating Trust Agreement, and the administration of the Liquidating Trust created hereunder, shall be governed by the laws of the State of Delaware, without giving effect to rules governing the conflict of laws.

12.9 Retention of Jurisdiction. Notwithstanding any other provision of this Liquidating Trust Agreement, and to the fullest extent permitted by law, the Bankruptcy Court shall retain exclusive jurisdiction over the Liquidating Trust after the Effective Date, and to resolve any and all controversies, suits and issues that may arise in connection with the Liquidating Trust, including, without limitation, this Liquidating Trust Agreement, or any entity's obligations incurred in connection herewith, including without limitation, any action against the Liquidating Trustee or any professional retained by the Liquidating Trustee or the Liquidating Trust, in each case in its capacity as such. Each party to this Liquidating Trust Agreement hereby irrevocably consents to the exclusive jurisdiction of the Bankruptcy Court in any action to enforce, interpret or construe any provision of this Liquidating Trust Agreement or of any other agreement or document delivered in connection with this Liquidating Trust Agreement, and also hereby irrevocably waives any defense of improper venue, forum non conveniens or lack of personal jurisdiction to any such action brought in the Bankruptcy Court. Each party further irrevocably agrees that (i) any action to enforce, interpret or construe any provision of this Liquidating Trust Agreement will be brought only in the Bankruptcy Court and (ii) all determinations, decisions, rulings and holdings of the Bankruptcy Court shall be final and non-appealable and not subject to reargument or reconsideration. Each party hereby irrevocably consents to the service by certified or registered mail, return receipt requested, to be sent to its address set forth in Article 12.12 of this Liquidating Trust Agreement or to such other address as he, she or it may designate from time to time by notice given in the manner provided above, of any process in any action to enforce, interpret or construe any provision of this Liquidating Trust Agreement. **ANY AND ALL RIGHT TO TRIAL BY JURY IS HEREBY WAIVED AND THERE SHALL BE NO RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE LIQUIDATING TRUST AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

12.10 Severability. In the event that any provision of this Liquidating Trust Agreement or the application thereof to any person or circumstance shall be determined by the Bankruptcy Court or another court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Liquidating Trust Agreement, or the application of such provision to persons or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Liquidating Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

12.11 Limitation of Benefits. Except as otherwise specifically provided in this Liquidating Trust Agreement, nothing herein is intended or shall be construed to confer upon or

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to give any person other than the parties hereto and the Beneficiaries any rights or remedies under or by reason of this Liquidating Trust Agreement.

12.12 Notices. All notices, requests, demands, consents and other communication hereunder shall be in writing and shall be deemed to have been duly given to a person, if delivered in person or by facsimile with an electromagnetic report of delivery or if sent by overnight mail, registered mail, certified mail or regular mail, with postage prepaid, to the following addresses:

If to the Liquidating Trustee:
Michael J. Kadelski
1780 Swede Road
Blue Bell, PA 19422

with a copy to:

Walter Weir, Jr.
Jeffrey S. Cianciulli
Weir & Partners, LLP
The Widener Building, Suite 500
1339 Chestnut Street
Philadelphia, PA 19107
Ph: 215-665-8181
Fax: 215-665-8464

If to a Beneficiary:

To the name and address set forth in the Register
with respect to such Beneficiary.

The parties may designate in writing from time to time other and additional places to which notices may be sent. All demands, requests, consents, notices and communications shall be deemed to have been given (a) at the time of actual delivery thereof, (b) if given by certified or registered mail, five (5) business days after being deposited in the United States mail, postage prepaid and properly addressed, or (c) if given by overnight courier, the next business day after being sent, charges prepaid and properly addressed.

12.13 Further Assurances. From and after the Effective Date, the parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of this Liquidating Trust Agreement, and to consummate the transactions contemplated hereby.

12.14 Integration. This Liquidating Trust Agreement, the Plan and the Confirmation Order constitute the entire agreement with, by and among the parties thereto, and there are no representations, warranties, covenants or obligations except as set forth herein and in the Plan and the Confirmation Order. This Liquidating Trust Agreement, together with the Plan

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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. Except as otherwise provided in this Liquidating Trust Agreement, the Plan or the Confirmation order, nothing herein is intended or shall be construed to confer upon or give any person other than the Parties hereto and the Beneficiaries any rights or remedies under or by reason of this Liquidating Trust Agreement.

12.15 Successors or Assigns. The terms of this Liquidating Trust Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

12.16 Interpretation. The enumeration and Article headings contained in this Liquidating Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Liquidating Trust Agreement or of any term or provision hereof. Unless context otherwise requires, whenever used in this Liquidating Trust Agreement the singular shall include the plural and the plural shall include the singular, and words importing the masculine gender shall include the feminine and the neuter, if appropriate, and vice versa, and words importing persons shall include partnerships, associations and corporations. The words herein, hereby, and hereunder and words with similar import, refer to this Liquidating Trust Agreement as a whole and not to any particular Article or subsection hereof unless the context requires otherwise.

12.17 Counterparts. This Liquidating Trust Agreement may be signed by the Parties hereto in counterparts, which, when taken together, shall constitute one and the same document.

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IN WITNESS WHEREOF, the Parties hereto have either executed and acknowledged this Liquidating Trust 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.

DEBTOR:

SW LIQUIDATION, LLC

By: _____

Name:

Title:

LIQUIDATING TRUSTEE:

Michael J. Kadelski

By: _____

Name:

Title:

Exhibit B

Blackline of the Revised Form of the Liquidating Trust Agreement

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LIQUIDATING TRUST AGREEMENT

This Liquidating Trust Agreement (the "Liquidating Trust Agreement") dated as of _____, 2015, is made and entered into by and among SW Liquidation, LLC, as debtor and debtor-in-possession (the "Debtor"), and ~~Edwards A. Phillips~~ Michael J. Kadelski, as the Liquidating Trustee (defined below) (collectively, the "Parties").

RECITALS

WHEREAS, on February 17, 2015, the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101, *et seq.* (as amended or modified, the "Bankruptcy Code") commencing its chapter 11 case (the "Chapter 11 Case") in the United States Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, on February 26, 2015, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed the Official Committee of Unsecured Creditors (the "Committee"). On June 17, 2015, the Committee was reconstituted based on the resignation of Eight Tower Bridge Development Associates from the Committee. On July 21, 2015, the Committee was reconstituted for the second time based on the resignation of Michael Bartell and the addition of GGP Limited Partnership to the Committee;

WHEREAS, on May 28, 2015, the Bankruptcy Court entered the *Order (I) Approving Asset Purchase Agreement and Authorizing the Sale of Certain Assets of the Debtor Outside the Ordinary Course of Business, (II) Authorizing the Sale of Assets Free and Clear of all Liens, Claims, Encumbrances and Interests, (III) Authorizing the Assumption and Assignment or Rejection of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [~~Docket No~~ D.I. 280] (the "Sale Order");

WHEREAS, the Sale Order, among other things, approved a sale of substantially all of the Debtor's assets (with the exception to those related to the Saladworks in Paoli, Pennsylvania) (the "Sale") to SW Acquisition Company, LLC (the "Buyer") pursuant to that certain Asset Purchase Agreement dated April 22, 2015 by and between the Debtor and the Buyer (the "Asset Purchase Agreement");

WHEREAS, on June 12, 2015, (the "Closing Date"), the Sale to the Buyer closed, the Saladworks store in Paoli was shut down and the Debtor began winding-down its affairs;

WHEREAS, on July 1, 2015, the Debtor filed (a) the *Disclosure Statement for the Plan of Liquidation of SW Liquidation, LLC Pursuant to Chapter 11 of the Bankruptcy Code* [~~Docket No~~ D.I. 336] (as amended from time to time and including all exhibits and supplements thereto, the "Disclosure Statement") and (b) the *Plan of Liquidation of SW Liquidation, LLC Pursuant to Chapter 11 of the Bankruptcy Code* [~~Docket No~~ D.I. 335] (as may be amended, supplemented or modified, including all exhibits and supplements thereto, the "Plan"),¹ designed to, among other things, distribute the funds flowing from the Closing of the Sale to pay valid Allowed Claims and Interests. On August 3, 2015, the Debtor filed an amended version of the Plan [~~Docket~~

¹ Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Plan.

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No D.I. 417] and Disclosure Statement [D.I. 418]. On October 29, 2015, the Debtor filed a second amended version of the Plan [Docket No. 418[INSERT]];

WHEREAS, on August 5, 2015, the Bankruptcy Court entered the *Order Approving Motion of the Debtor for Entry of an Order (A) Approving the Disclosure Statement; (B) Approving Certain Dates Related to Solicitation and Confirmation of the Plan; (C) Approving Solicitation and Notice Procedures Related Thereto; (D) Approving the Forms of the Ballot and Notices in Connection Therewith; (E) Establishing Voting and General Tabulation Procedures; and (F) Granting Related Relief [Docket No D.I. 428]* (the “Solicitation Order”), finding that, among other things, the Disclosure Statement contains “adequate information” within the meaning contained in Bankruptcy Code section 1125(a) and establishing procedures to govern the solicitation of the Plan (the “Solicitation Procedures”);

WHEREAS, ~~[INSERT CONFIRMATION ORDER]~~ on October ____, the Court entered the *Findings of Fact, Conclusions of Law and Order Confirming the Amended Plan of Liquidation of SW Liquidation, LLC Pursuant to Chapter 11 of the Bankruptcy Code [D.I. _____]* (the “Confirmation Order”);

WHEREAS, the Plan, among other things, provides for the formation of a Liquidating Trust pursuant to this Liquidating Trust Agreement and the selection of the Liquidating Trustee (defined below) to administer the Liquidating Trust and hold in trust for the benefit of the Debtor’s Creditors and Interest holders all Liquidating Trust Assets ~~of the Debtor’s Estate~~ for distribution to certain of the Debtor’s Creditors and Interest holders ~~(collectively, the “Liquidating Trust Assets”)~~ in a manner consistent with the Plan, the Confirmation Order and/or further orders of the Bankruptcy Court;

WHEREAS, the Liquidating Trust Assets shall be distributed to certain holders of Allowed Claims and Interests (collectively, the “Beneficiaries” or individually “Beneficiary”) pursuant to and in accordance with this Liquidating Trust Agreement, the Plan, the Confirmation Order or further orders of the Bankruptcy Court; and

WHEREAS, for federal income tax purposes, the Beneficiaries of the Liquidating Trust shall be treated as the grantors of the Liquidating Trust and deemed to be the owners of the Liquidating Trust Assets and the Debtor shall treat the transfer of the Liquidating Trust Assets to the Liquidating Trust as a deemed transfer to such Beneficiaries followed by a deemed transfer by such Beneficiaries to the Liquidating Trust.

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

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SUBJECT TO FURTHER REVIEW, COMMENT AND APPROVAL**ARTICLE I****DECLARATION OF TRUST**

1.1 Purpose of the Liquidating Trust. The Debtor, in furtherance of the Plan and Confirmation Order, hereby constitutes and creates the Liquidating Trust for the purpose of liquidating and distributing the Liquidating Trust Assets transferred to it with no objective to continue or engage in the conduct of a trade or business. Notwithstanding any provision of Delaware law or any other applicable law to the contrary, the Liquidating Trustee shall not have authority to engage in any trade or business, and no portion of the Liquidating Trust Assets shall be used in the conduct of a trade or business, except as is reasonably necessary for the prompt and orderly collection and reduction to Cash of the Liquidating Trust Assets.

1.2 Name of the Liquidating Trust. The Liquidating Trust established hereby shall be known as the "SW Liquidating Trust." In connection with the exercise of its powers, the Liquidating Trustee may use such name or such variation thereof as the Liquidating Trustee sees fit, and may transact the affairs of the Liquidating Trust in such name.

1.3 Transfer of Liquidating Trust Assets to Create Liquidating Trust. Without further action of the Debtor, after execution of the Liquidating Trust Agreement and on the Effective Date, the Liquidating Trust Agreement shall become effective. The Liquidating Trustee shall accept the Liquidating Trust and sign the Liquidating Trust Agreement on the Effective Date and the Liquidating Trust will then be deemed created and effective. The Debtor, and its respective Estate hereby irrevocably grants, releases, assigns, transfers, conveys and delivers, for and on behalf of the Beneficiaries, the Liquidating Trust Assets, which transfer shall be free of all claims, liens, interests and encumbrances. To the extent necessary, desirable or required on and after the Effective Date, the Debtor, and any of its successors or assigns, shall take all actions necessary to irrevocably grant, release, assign, transfer, convey and deliver, for and on behalf of the Beneficiaries, the Liquidating Trust Assets to the Liquidating Trustee. The Debtor, and any of its successors or assigns, shall execute and deliver or cause to be executed and delivered to the Liquidating Trustee all such documents, in recordable form where necessary or appropriate, and the Debtor, and its successor or assigns shall take or cause to be taken such further or other action, as the Liquidating Trustee may deem appropriate, to vest or perfect in or confirm to the Liquidating Trustee, title to and possession of all of the Liquidating Trust Assets as of the Effective Date.

1.4 Acceptance by the Liquidating Trustee. The Liquidating Trustee hereby accepts: (a) the appointment to serve as the Liquidating Trustee; (b) the transfer of the Liquidating Trust Assets on behalf of the Liquidating Trust; (c) the trust imposed on the Liquidating Trustee by this Liquidating Trust Agreement; and (d) any liabilities of the Liquidating Trust, on behalf of the Liquidating Trust, to the extent provided in the Plan, Confirmation Order or this Liquidating Trust Agreement. The Liquidating Trustee agrees to receive, hold, administer and distribute the Liquidating Trust Assets pursuant to the terms of the Plan, Confirmation Order and this Liquidating Trust Agreement. ~~The~~Unless otherwise expressly provided in the Plan, the Liquidating Trustee assumes the responsibility to reconcile and satisfy certain of the Allowed Claims and Interests and meet all other obligations of the Debtor's estate in connection with the Liquidating Trust Assets and Allowed Claims and Interests in accordance

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with the Plan, Confirmation Order and any further order of the Bankruptcy Court. The Liquidating Trustee agrees to perform all acts necessary to ensure the transfer of the Liquidating Trust Assets to the Liquidating Trustee on behalf of the Liquidating Trust.

ARTICLE II**LIQUIDATING TRUST GOVERNANCE**

2.1 Governance. The Liquidating Trust shall be managed by the Liquidating Trustee. The Liquidating Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purposes of this Liquidating Trust Agreement and not otherwise. Subject to the terms and conditions of this Liquidating Trust Agreement, the Liquidating Trustee may delegate responsibility for discrete issues or decisions to one or more third parties subject to continued oversight by the Liquidating Trustee.

ARTICLE III**LIQUIDATING TRUSTEE - GENERALLY**

3.1 Appointment. There shall at all times be a trustee who shall be responsible for the administration of the Liquidating Trust (the "Liquidating Trustee"). The initial Liquidating Trustee shall be ~~Edward A. Phillips~~Michael J. Kadelski. Any successor Liquidating Trustee shall be appointed as herein provided.

3.2 Term of Service. The initial Liquidating Trustee, and each successor Liquidating Trustee, shall serve until the earlier to occur of (a) the termination of the Liquidating Trust in accordance with Article XI of this Liquidating Trust Agreement, or (b) such Liquidating Trustee's resignation, death, dissolution, removal or liquidation.

3.3 Services. The Liquidating Trustee shall be entitled to engage in such other activities as it deems appropriate that are not in conflict with the Debtor, the Plan, the Confirmation Order, and this Liquidating Trust Agreement or the interests of the Beneficiaries. The Liquidating Trustee shall devote such time as is necessary to fulfill all of its duties as Liquidating Trustee.

3.4 Resignation, Death, Dissolution or Removal of Liquidating Trustee. The Liquidating Trustee may resign at any time upon ninety (90) days written notice to the Beneficiaries. Such resignation shall become effective on the later to occur of (a) the day specified in such notice and (b) the appointment of a successor Liquidating Trustee as set forth herein and the acceptance of such successor Liquidating Trustee of such appointment. ~~The Beneficiaries~~Vernon H. Hill, II shall be permitted to select a successor Liquidating Trustee. If a successor Liquidating Trustee is not appointed or does not accept an appointment within ninety (90) days following delivery of resignation, the Liquidating Trustee may petition the Bankruptcy Court for the appointment of a successor Liquidating Trustee. The Liquidating Trustee (and the Liquidating Trustee's successors) may be removed by an order of the Bankruptcy Court for cause shown and upon notice and a hearing; and the Bankruptcy Court shall retain jurisdiction for this purpose under the Plan, Confirmation Order and the Liquidating Trust Agreement. No successor

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Liquidating Trustee hereunder shall in any event have any liability or responsibility for the acts or omissions of any of his, her or its predecessors. Every successor Liquidating Trustee appointed pursuant to the terms hereof shall execute, acknowledge and deliver an instrument in writing accepting such appointment hereunder, and thereupon such successor Liquidating Trustee, without any further act, shall become fully vested with all of the rights, powers, duties and obligations of his, her or its predecessor.

3.5 Trust Continuance. The death, dissolution, resignation, or removal of the Liquidating Trustee shall not terminate the Liquidating Trust or revoke any existing agency (other than any agency of such Liquidating Trustee as the Liquidating Trustee) created pursuant to this Liquidating Trust Agreement or invalidate any action theretofore taken by the Liquidating Trustee, and the successor Liquidating Trustee agrees that the provisions of this Liquidating Trust Agreement shall be binding upon and inure to the benefit of the successor Liquidating Trustee and all his, her or its heirs and legal and personal representatives, successors or assigns.

3.6 Compensation and Expenses of Liquidating Trustee. The Liquidating Trustee shall be entitled to receive compensation as shall be agreed upon by ~~the Debtor~~ Vernon W. Hill, II and the Liquidating Trustee and shall be reimbursed for all reasonable expenses in connection with the performance of its duties as Liquidating Trustee hereunder. Such compensation and expenses shall be expenses of the Liquidating Trust and may be paid without prior approval of the Bankruptcy Court. The compensation of any other successor Liquidating Trustee shall be the same as or less than the Liquidating Trustee.

3.7 Retention of Professionals. The Liquidating Trustee may retain and engage such professionals and persons as may be desirable or necessary to carry out its duties under this Liquidating Trust Agreement. Professionals retained by the Liquidating Trustee shall submit monthly invoices for their reasonable fees and expenses to the Liquidating Trustee for payment upon receipt by the Liquidating Trustee from the Liquidating Trust Assets. The payment of fees and expenses of the Liquidating Trustee's retained professionals shall be made in the ordinary course of business and shall not be subject to Bankruptcy Court approval. The Liquidating Trustee shall retain St. Clair, CPAs, P.C. to prepare to the Debtor's 2015 Tax Returns.

ARTICLE IV**POWERS AND LIMITATIONS OF LIQUIDATING TRUSTEE**

4.1 General Powers of the Liquidating Trustee. In connection with the administration of the Liquidating Trust, except as otherwise set forth herein, the Liquidating Trustee is authorized to perform only those acts necessary and desirable to accomplish the purposes of the Liquidating Trust, the Plan, the Confirmation Order and any other applicable orders of the Bankruptcy Court. With respect to the Liquidating Trust Assets, the Liquidating Trust shall succeed to all of the rights of the Debtor and its Estate necessary to protect, conserve, distribute and liquidate all Liquidating Trust Assets as quickly as reasonably practicable. Subject to the limitations set forth in this Liquidating Trust Agreement, the Plan, the Confirmation Order or any other order of the Bankruptcy Court, the Liquidating Trustee may exercise all powers granted to the Liquidating Trustee under this Liquidating Trust Agreement, the Plan, the

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Confirmation Order and any other order of the Bankruptcy Court. Without limiting, but subject to, the foregoing, the Liquidating Trustee shall be expressly authorized to:

(a) With respect to the Liquidating Trust Assets, to exercise all power and authority that may be or could have been exercised, commence all proceedings that may be or could have been commenced and take all actions that may be or could have been taken by any member, officer, director or shareholder of the Debtor with like effect as if authorized, exercised and taken by unanimous action of such officers, directors and shareholders, including without limitation, amendment of the Operating Agreement and the dissolution of the Debtor;

(b) The Liquidating Trustee shall have full authority to take any steps necessary to administer this Liquidating Trust Agreement, including, without limitation, the duty and obligation (i) to make distributions therefrom to holders of Allowed Claims and Interests, unless otherwise expressly provided in the Plan, and (ii) to maintain any reserves on behalf of and for the benefit of the Beneficiaries of the Liquidating Trust;

(c) To maintain accounts; to make distributions to holders of Allowed Claims and Interests provided for or contemplated in the Plan or Confirmation Order except as otherwise set forth therein; and take other actions consistent with the Plan and Confirmation Order and the implementation thereof, including the establishment, re-evaluation, adjustment and maintenance of appropriate reserves, in the name of the Liquidating Trustee;

(d) To object to any Claims ~~or Interests~~, other than the Allowed GUC Claims and Fee Claims of Consenting Professionals, including as discussed in Article VIII hereof, and to compromise or settle any Claims ~~or Interests~~, other than the Allowed GUC Claims and Fee Claims of the Consenting Professionals, prior to objection without supervision or approval of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, the local rules of the Bankruptcy Court, and the guidelines and requirements of the U.S. Trustee, other than those restrictions expressly imposed by the Plan, the Confirmation Order or this Liquidating Trust Agreement;

(e) ~~To~~ Except as otherwise expressly set forth herein, to make decisions, without further Bankruptcy Court approval, regarding the retention or engagement of professionals, employees and consultants by the Liquidating Trust, ~~the Liquidating Trustee on the Estate's behalf~~ and to pay the fees and charges incurred by the Liquidating Trustee on the Liquidating Trust's behalf on or after the Effective Date for fees and expenses of professionals (including those retained by the Liquidating Trustee), disbursements, expenses or related support services relating to the winding-down of the Debtor and its Estate and implementation of the Plan without application to the Bankruptcy Court;

(f) To ~~(i) seek a determination of tax liability under Bankruptcy Code section 505, (ii) pay taxes, if any, related to the Debtor or the sale of non-Cash Assets of the Debtor, (iii) file, if necessary, any and all tax and information returns required with respect to the Liquidating Trust as a grantor trust pursuant to Treas. Reg. 1.671-4(a) or otherwise, (iv) make tax elections by and on behalf of the Liquidating Trust, and (v) pay taxes, if any, payable by the Liquidating Trust;~~

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(g) To file the Debtor's 2015 Tax Returns.

(h) ~~(g)~~ To take all other actions not inconsistent with the provisions of the Plan or Confirmation Order which the Liquidating Trustee deems reasonably necessary or desirable in connection with its role with respect to administering the Plan;

(i) ~~(h)~~ To invest Cash as deemed appropriate by the Liquidating Trustee; provided, however, that the scope of any such permissible investments shall be limited to include only those investments, or shall be expanded to include any additional investments, as the case may be, that a "Liquidating Trust," within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to the Treasury Regulations, or any modification in the Internal Revenue Service ("IRS") guidelines, whether set forth in IRS rulings, revenue procedures, other IRS pronouncements or otherwise;

(j) ~~(i)~~ To collect any accounts receivable or other claims of the Debtor or its Estate not otherwise disposed of pursuant to the Plan or the Confirmation Order, or sold to the Buyer pursuant to the Sale Order;

(k) ~~(j)~~ To implement and/or enforce all provisions of the Plan, including entering into any agreement or executing any document required by or consistent with the Plan, the Confirmation Order and the Liquidating Trust Agreement, and perform all of the Debtor's obligations thereunder;

(l) ~~(k)~~ To abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization of its choice, any Liquidating Trust Assets ~~Asset~~ if the Liquidating Trustee concludes that ~~they are~~ it is of no benefit to the Estate;

(m) ~~(l)~~ To prosecute and/or settle ~~Allowed Claims or Interests, other than the Allowed GUC Claims or Fee Claims of Consenting Professionals,~~ with or without approval of the Bankruptcy Court, including any Causes of Action and exercise, participate in or initiate any proceeding before the Bankruptcy Court or any other court of appropriate jurisdiction and participate as a party or otherwise in any administrative, arbitative or other nonjudicial proceeding and pursue to settlement or judgment such actions unless otherwise released under the Plan;

(n) ~~(m)~~ To purchase or create and carry all insurance policies and pay all insurance premiums and costs the Liquidating Trustee deems necessary or advisable;

(o) ~~(n)~~ To collect and liquidate and/or distribute all Liquidating Trust Assets pursuant to the Plan, the Confirmation Order and the Liquidating Trust Agreement and administer the winding-down of the Debtor's affairs;

(p) ~~(o)~~ To hold legal title to any and all Liquidating Trust Assets;

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(q) ~~(p)~~ If any of the Liquidating Trust Assets are situated in any state or other jurisdiction in which the Liquidating Trustee is not qualified to act as trustee, to nominate and appoint a Person duly qualified to act as trustee in such state or jurisdiction and require from each such trustee such security as may be designated by the Liquidating Trustee in its discretion; confer upon such trustee all the rights, powers, privileges and duties of the Liquidating Trustee hereunder, subject to the conditions and limitations of this Liquidating Trust Agreement, except as modified or limited by the Liquidating Trustee and except where the conditions and limitations may be modified by the laws of such state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such trustee is acting shall prevail to the extent necessary); require such trustee to be answerable to the Liquidating Trustee for all monies, assets and other property that may be received in connection with the administration of all property; and remove such trustee, with or without cause, and appoint a successor trustee at any time by the execution by the Liquidating Trustee of a written instrument declaring such trustee removed from office, and specifying the effective date and time of removal;

(r) ~~(q)~~ Retain any and all Insurance Policies of the Debtor providing coverage with respect to any Liquidating Trust Asset or Claims; and

(s) ~~(r)~~ Exercise such other powers as may be vested in or assumed by the Liquidating Trustee pursuant to this Liquidating Trust Agreement, the Plan, the Confirmation Order, other orders of the Bankruptcy Court, or as may be necessary and proper to carry out the provisions of the Plan.

With respect to matters concerning the Liquidating Trust Assets, the Liquidating Trustee shall stand in the same position as the Debtor with respect to any claim the Debtor may have to an attorney-client privilege, the work product doctrine, or any other privilege against production, and the Liquidating Trustee shall succeed to all of the Debtor's rights to preserve, assert or waive any such privilege with respect thereto.

4.2 Limitations on the Liquidating Trustee. Notwithstanding anything in this Liquidating Trust Agreement or the Plan or the Confirmation Order to the contrary, the Liquidating Trustee shall not do or undertake any of the following:

- (a) Take any action in contravention of this Liquidating Trust Agreement, the Plan, the Confirmation Order or other order of the Bankruptcy Court;
- (b) Take any action that would jeopardize treatment of the Liquidating Trust as a "Liquidating Trust" for federal income tax purposes;
- (c) Grant liens on any of the Liquidating Trust Assets;
- (d) Guarantee any debt;
- (e) Loan Liquidating Trust Assets to the Liquidating Trustee;
- (f) Purchase Liquidating Trust Assets from the Liquidating Trust;

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(g) Transfer Liquidating Trust Assets to another trust with respect to which the Liquidating Trustee serves as trustee;

(h) Receive or retain Cash in excess of a reasonable amount necessary to meet all claims and contingent liabilities of the Liquidating Trust;

(i) Commingle any of the Liquidating Trust Assets with the Liquidating Trustee's own property or the property of any other Person; or

(j) Exercise any investment power other than the power to invest in demand and time deposits in banks or savings institutions, or temporary investments such as short term certificates of deposit or Treasury bills.

4.3 Liquidating Trustee Conflicts of Interest. If the Liquidating Trustee determines, in the exercise of the Liquidating Trustee's discretion, that he or she has a material conflict of interest with respect to the settlement of a Claim or Interest, the resolution or prosecution of litigation or any other matter, the Liquidating Trustee shall appoint a special Liquidating Trustee that shall exercise the Liquidating Trustee's rights and authorities with respect to such matter, with such designee's authority to act on behalf of the Liquidating Trust to terminate upon the matter's conclusion. ~~If the Liquidating Trustee determines that the rules of independence or similar rules of EisnerAmper and its affiliates referenced in section 4.1(g) hereof would limit or preclude the Liquidating Trustee from under taking or continuing to perform aspects of his responsibilities or powers under the Liquidating Trust Agreement, the Liquidating Trustee shall consult with counsel to the Liquidating Trust to determine the materiality of such limitation and whether a special Liquidating Trustee should be appointed or whether such limitations shall require the replacement of the Liquidating Trustee.~~

ARTICLE V

LIABILITY OF THE LIQUIDATING TRUSTEE

5.1 Liquidating Trustee Standard of Care; Exculpation. In addition to any exculpation provided under the Plan or Confirmation Order, neither the Liquidating Trustee, nor any director, officer, affiliate, employee, employer, professional, agent or representative of the Liquidating Trustee (if applicable and solely in their capacities as such) shall be personally liable in connection with the affairs of the Liquidating Trust to any holder of an Allowed Claim or Interest or Beneficiary of the Liquidating Trust, or the Liquidating Trust, or any other person, except for any acts or omissions of the Liquidating Trustee as shall constitute fraud, willful misconduct or gross negligence. Every act done, power exercised or obligation assumed by the Liquidating Trustee pursuant to the provisions of this Liquidating Trust Agreement shall be held to be done, exercised or assumed, as the case may be, by the Liquidating Trustee acting in a fiduciary capacity and not otherwise, and every person, firm, corporation or other entity contracting or otherwise dealing with the Liquidating Trustee shall look only to the Liquidating Trust Assets for payment under such contract or payment of any money that may become due or payable under any obligation arising under this Liquidating Trust Agreement, in whole or in part, and the Liquidating Trustee shall not be individually liable therefor even if the Liquidating

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Trustee did not exempt himself, herself or itself from individual liability when entering into any contract, obligation or transaction in connection with or arising out of the Liquidating Trust.

5.2 Indemnification. Except as otherwise set forth in the Plan or Confirmation Order, the Liquidating Trustee, and any director, officer, affiliate, employee, employer, professional, agent or representative of the Liquidating Trustee (if applicable) shall be defended, held harmless and indemnified from time to time by the Liquidating Trust against any and all losses, claims, costs, expenses and liabilities (including reasonable attorneys' fees, disbursements and related expenses) to which such indemnified parties may be subject by reason of such indemnified party's execution in good faith of its duties or services pursuant to the discretion, power and authority conferred on such person by this Liquidating Trust Agreement or agreement governing the provision of services; provided, however, that the indemnification obligations arising pursuant to this Article shall indemnify neither the Liquidating Trustee, nor any director, officer, affiliate, employee, employer, professional, agent or representative of the Liquidating Trustee solely in their capacities as such, for any actions taken by such indemnified parties that constitute bad faith, willful misconduct, gross negligence, willful disregard of their duties or willful material breach of this Liquidating Trust Agreement, or any other form of personal liability not incurred in the Liquidating Trustee's capacity as the Liquidating Trustee under this Liquidating Trust Agreement. Satisfaction of any obligation of the Liquidating Trust arising pursuant to the terms of this Article shall be payable only from the Liquidating Trust Assets, may be advanced prior to the conclusion of such matter and such right to payment shall be prior and superior to any other rights to receive a distribution of the Liquidating Trust Assets.

5.3 No Liability for Acts of Successor/Predecessor. Upon the delivery of the Liquidating Trust Assets to a successor Liquidating Trustee, the predecessor Liquidating Trustee shall have no further liability or responsibility with respect thereto. A successor Liquidating Trustee shall have no duty to examine or inquire into the acts or omissions of its immediate or remote predecessor and no successor Liquidating Trustee shall be in any way liable for the acts or omissions of any predecessor Liquidating Trustee unless a successor Liquidating Trustee expressly assumes such responsibility.

5.4 Reliance by the Liquidating Trustee on Documents, Mistake of Fact or Advice of Counsel. Except as otherwise provided in this Liquidating Trust Agreement, the Liquidating Trustee may rely, and shall be protected from liability for acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order or other paper or document reasonably believed by the Liquidating Trustee to be genuine and to have been presented by an authorized party. Also, the Liquidating Trustee shall not be liable if the Liquidating Trustee acts based on a mistake of fact before having actual knowledge of an event. The Liquidating Trustee shall not be liable for any action taken or suffered by the Liquidating Trustee in reasonably relying upon the advice of counsel or other professionals engaged by the Liquidating Trustee.

5.5 Insurance. The Liquidating Trustee may purchase errors and omissions insurance with regard to any liabilities, losses, damages, claims, costs and expenses it may incur, including but not limited to attorneys' fees, arising out of or due to its actions or omissions, or consequences of such actions or omissions, other than as a result of its gross negligence or willful

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misconduct, with respect to the implementation and administration of the Plan, the Confirmation Order or this Liquidating Trust Agreement.

ARTICLE VI

DUTIES OF THE LIQUIDATING TRUSTEE

6.1 General. The Liquidating Trustee shall have all duties specified in this Liquidating Trust Agreement.

6.2 Register of Beneficiaries. The Liquidating Trustee shall maintain at all times a register of the names, addresses and amounts of Allowed Claims and Interests of the Beneficiaries (the “Register”). The Liquidating Trustee shall not be liable for relying on the accuracy of the Register, provided that the Liquidating Trustee has properly maintained the Register in accordance with this Liquidating Trust Agreement, including making all changes based upon proper notification proper under this Liquidating Trust Agreement having been submitted to the Liquidating Trustee under this Liquidating Trust Agreement.

6.3 Books and Records. The Liquidating Trustee also shall maintain, in respect of the Liquidating Trust and the Beneficiaries, books and records relating to the Liquidating Trust Assets and the payment of expenses of and claims against or assumed by the Liquidating Trust in accordance with generally accepted accounting principles and for such period of time as may be necessary to enable the Liquidating Trustee to make full and proper reports in respect thereof. Except as expressly provided in this Liquidating Trust Agreement, nothing in this Liquidating Trust Agreement is intended to require the Liquidating Trustee to file any accounting or seek approval of any court with respect to the administration of the Liquidating Trust, or as a condition for making any payment or distribution out of the Liquidating Trust Assets.

6.4 Interim Reports to Beneficiaries. The Liquidating Trustee may from time to time in its discretion report to the Beneficiaries on the status of the Liquidating Trust.

6.5 Final Accounting of Liquidating Trustee. The Liquidating Trustee shall within ninety (90) days after the termination of the Liquidating Trust or its resignation, removal, liquidation or death (in which case, the obligation contained in this Article shall pass to the Liquidating Trustee’s estate), render a final accounting pursuant to the Bankruptcy Rules and U.S. Trustee Guidelines.

ARTICLE VII

BENEFICIARIES

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

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

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

7.4 Absolute Owners. The Liquidating Trustee may deem and treat the Beneficiary reflected as the owner of a beneficial interest on the Register as the absolute owner thereof for the purposes of receiving distributions and payments on account thereof for federal, state and local income tax purposes and for all other purposes whatsoever.

7.5 Change of Address. Notice of any change of address of a Beneficiary shall be forwarded to the Liquidating Trustee by registered mail. The notice shall be executed by the respective Beneficiary and notarized. Absent such written notice, the Liquidating Trustee shall not recognize any such change of address.

7.6 Effect of Death, Dissolution, Incapacity or Bankruptcy of Beneficiary. The death, dissolution, incapacity or bankruptcy of a Beneficiary during the term of the Liquidating Trust shall not operate to terminate the Liquidating Trust during the term of the Liquidating Trust nor shall it entitle the representative or creditors of the deceased, incapacitated or bankrupt Beneficiary to an accounting or to take any action in any court or elsewhere for the distribution of the Liquidating Trust Assets or for a partition thereof nor shall it otherwise affect the rights and obligations of the Beneficiary under this Liquidating Trust Agreement or in the Liquidating Trust.

7.7 Standing. Except as expressly provided in this Liquidating Trust Agreement, a Beneficiary does not have standing to direct the Liquidating Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any party (other than against the Liquidating Trustee to the extent provided in this Liquidating Trust Agreement) upon or with respect to the Liquidating Trust Assets.

ARTICLE VIII**PROCEDURES FOR RESOLVING AND TREATING CONTESTED CLAIMS**

8.1 Objection Deadline. As soon as practicable, but in no event later than one ~~year~~hundred and eighty (180) days after the Effective Date (subject to extension by the Bankruptcy Court upon motion of the Liquidating Trustee), unless otherwise set forth in the Plan, with respect to the General Unsecured Claims Settlement, objections to Claims or Interests, other than the Allowed GUC Claims and Fee Claims of Consenting Professionals, shall be filed with the Bankruptcy Court and served upon holders of each of the Claims or Interests to which objections are made.

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8.2 Prosecution of Disputed Claims or Interests. The Liquidating Trustee is authorized and empowered, but not required, to resolve consensually any disputes regarding the allowance or amount of any Claim or Interest, other than the Allowed GUC Claims or Fee Claims of Consenting Professionals. All objections that are filed and prosecuted as provided herein shall be litigated to a final order or compromised and settled in accordance with Article 4.1 of this Liquidating Trust Agreement.

8.3 Reserves — Payment of Disputed Claims. The Reserved Funds, other than the Professional Fee Claim Reserve, shall be segregated and held by the Liquidating Trustee on and after the Effective Date for the payment of ~~Allowed Claims or Disputed Claims, which become Allowed Claims~~. If a Claim for which allowance is pending becomes an Allowed Claim, such Claims shall be paid from the Reserved Funds, other than the Professional Fee Claim Reserve, pursuant to the terms of the Plan within ten (10) days following a Final Order allowing such Claim.

8.4 ~~Claims or Interest Settlement Authority.~~ Notwithstanding any requirement that may be imposed pursuant to Bankruptcy Rule 9019, from and after the Effective Date, the Liquidating Trustee may settle all Claims or Interests, other than the Allowed GUC Claims and Fee Claims of Consenting Professionals, and all claims that ~~of the Debtor, the Committee or the Liquidating Trust, as appropriate, have asserted against other parties, prior to objection without supervision or approval of the Bankruptcy Court, free of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, the local rules of the Bankruptcy Court, and the guidelines and requirements of the U.S. Trustee, other than those restrictions expressly imposed herein.~~

8.5 Estimation of Claims. The Liquidating Trustee may, at any time, request that the Bankruptcy Court estimate, pursuant to Bankruptcy Code Section 502(c), any Claim, other than the Allowed GUC Claims and Fee Claims of Consenting Professionals, that is contingent or unliquidated, regardless of whether the Debtor, Committee or other party in interest has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, the amount of such estimation will constitute either the allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Liquidating Trustee may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim, ~~subject to the limitations in Article 2.2.~~ All of the aforementioned Claim objection, estimation and resolution procedures are cumulative and are not necessarily exclusive of one another. Claims, other than the Allowed GUC Claims and Fee Claims of Consenting Professionals, may be estimated and thereafter resolved in any manner consistent with the provisions of this Liquidating Trust Agreement, the Plan, the Confirmation Order or further order of the Bankruptcy Court.

**ARTICLE IX
DISTRIBUTIONS**

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9.1 Distributions to Beneficiaries from Liquidating Trust Assets. All payments to be made by the Liquidating Trustee to any Beneficiary shall be made only in accordance with this Liquidating Trust Agreement, the Plan, the Confirmation Order or further order of the Bankruptcy Court and from the Liquidating Trust Assets (or from the proceeds realized from the Liquidating Trust Assets) and only to the extent that the Liquidating Trust has sufficient Liquidating Trust Assets (or proceeds realized from the Liquidating Trust Assets) to make such payments in accordance with and to the extent provided for in this Liquidating Trust Agreement, the Plan, the Confirmation Order or further order of the Bankruptcy Court. Any distribution made by the Liquidating Trustee in good faith shall be binding and conclusive on all interested parties.

9.2 Distributions; Withholding. ~~The~~Unless otherwise provided in the Plan, ~~the~~ Liquidating Trustee shall make distributions to the Beneficiaries from all net Liquidating Trust Assets; provided, however, that the Liquidating Trust may retain such amounts (a) as are reasonably necessary to meet contingent liabilities and to maintain the value of the Liquidating Trust Assets during the term of the Liquidating Trust, (b) to pay reasonable administrative expenses including, without limitation, the compensation and the reimbursement of reasonable, actual and necessary costs, fees (including attorneys' fees) and expenses of the Liquidating Trust and Liquidating Trustee in connection with the performance of its duties in connection with this Liquidating Trust Agreement, and (c) to satisfy all other liabilities incurred or assumed by the Liquidating Trust (or to which the Liquidating Trust Assets are otherwise subject) in accordance with this Liquidating Trust Agreement. All costs and expenses associated with the administration of the Liquidating Trust shall be the responsibility of and paid by the Liquidating Trust from the Liquidating Trust Assets. All distributions shall be made as provided, and subject to any withholding or reserve, in this Liquidating Trust Agreement. Additionally, the Liquidating Trustee may withhold from amounts distributable to any Beneficiary any and all amounts, determined in the Liquidating Trustee's reasonable discretion, to be required by any law, regulation, rule, ruling, directive or other governmental requirement.

9.3 No Distribution Pending Allowance. ~~No~~Unless otherwise provided in the Plan, ~~no~~ payment or distribution shall be made from the Liquidating Trust with respect to any Claim or Interest until the Liquidating Trustee has determined that such claim should be Allowed.

9.4 Disputed Identity of Holder. If any dispute arises as to the identity of a holder of an Allowed Claim ~~or Interest~~ who is to receive any distribution hereunder, the Liquidating Trustee may, in lieu of making such distribution to such person, make such distribution into an escrow account until the disposition thereof shall be determined by Bankruptcy Court order or by written agreement among the interested parties to such dispute.

9.5 No Recourse ~~to~~ against the Liquidating Trust or the Liquidating Trustee. Notwithstanding that the Allowed amount of any particular disputed Claim or Interest is reconsidered under the applicable provisions of the Bankruptcy Code and Bankruptcy Rules or is Allowed in an amount for which there is insufficient Cash to provide a recovery equal to that received by other holders of Allowed Claims or Interests, no Claim or Interest holder shall have recourse ~~to~~against the Debtor, the Liquidating Trust, the Liquidating

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Trustee, or any of their respective professionals, or their successors or assigns, or the holder of any other Claim or Interest, or any of their respective property. However, nothing in this Liquidating Trust Agreement shall modify any right of a holder of a Claim or Interest under Bankruptcy Code Section 502(j). **THUS, THE BANKRUPTCY COURT'S ENTRY OF AN ESTIMATION ORDER MAY LIMIT THE DISTRIBUTION TO BE MADE ON INDIVIDUAL DISPUTED CLAIMS OR INTERESTS, REGARDLESS OF THE AMOUNT FINALLY ALLOWED ON ACCOUNT OF SUCH DISPUTED CLAIMS OR INTERESTS.**

9.6 Non-Cash Property. Any non-Cash property of the Liquidating Trust may be sold, transferred or abandoned by the Liquidating Trustee. The net proceeds of such sales shall be held in the Liquidating Trust pending distribution or until used to fund the Liquidating Trust's obligations hereunder. If such property cannot, in the Liquidating Trustee's judgment, be sold in a commercially reasonable manner, the Liquidating Trustee shall have the right to abandon or otherwise dispose of such property, including by donation of such property to a charity designated by the Liquidating Trustee. Except in the case of willful misconduct, no party in interest shall have a cause of action against the Debtor, the Liquidating Trustee, or their officers, directors, employees, consultants or professionals arising from or related to: (a) the disposition of non-Cash property in accordance with this Section; or (b) the investment of amounts by the Liquidating Trustee.

9.7 Unclaimed Property. The Liquidating Trustee shall establish a reserve for all Unclaimed Property (the "Unclaimed Property Reserve"). Such Unclaimed Property shall be held in a reserve, for a period of ~~fifteen~~thirty (1530) days, for the recipients of the beneficial interests entitled thereto under the terms of this Liquidating Trust Agreement, the Plan and the Confirmation Order. Once the distribution to Allowed Claim or Interest holders becomes Unclaimed Property, the Liquidating Trustee shall, subject to the limitations set forth herein, (a) hold such Unclaimed Property in the Unclaimed Property Reserve solely for the benefit of such holder or holders which have failed to claim such Unclaimed Property and (b) release the Unclaimed Property from the Unclaimed Property Reserve and deliver to the holder entitled thereto upon presentation of proper proof by such holder of its entitlement thereto. After the expiration of ~~fifteen~~thirty (1530) days, the holders of Allowed Claims or Interests theretofore entitled to such Unclaimed Property shall cease to be entitled thereto and shall be entitled to no further distribution under this Liquidating Trust Agreement, the Plan, or the Confirmation Order and such Claims or Interests shall be deemed disallowed and expunged in their entirety and the funds shall be redistributed to the other holders of Allowed Claims and Interests or otherwise in accordance with the terms of this Liquidating Trust Agreement, the Plan and the Confirmation Order. Such funds shall not be subject to the escheat laws of any state.

9.8 Tax Implications for Recipients of Distributions. Notwithstanding any other provision of the Plan, the Confirmation Order or this Liquidating Trust Agreement, each Entity receiving a distribution of Cash or other consideration pursuant to the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on it by any Governmental Unit on account of the distribution, including income, withholding and other tax obligations.

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9.9 Method of Cash Distributions. Any cash payment to be made by the Liquidating Trustee pursuant to this Liquidating Trust Agreement will be in U.S. dollars, by the means agreed to by payor and payee, including by draft, check, wire transfer, or in the absence of an agreement, such commercially reasonable manner as the Liquidating Trustee shall determine in ~~his or her~~its sole discretion.

9.10 No Distribution in Excess of Allowed Amount of Claim or Interest. Notwithstanding anything to the contrary herein, no holder of an Allowed Claim or Interest shall receive in respect of such Claim or Interest any distribution in excess of the Allowed amount of such Claim or Interest. ~~No Claim or Interest shall be allowed to the extent that it is for interest~~Other than with respect to Claims as provided for in the Scardapane Entities Amended Plan Settlement and the General Unsecured Claim Settlement, post-petition interest shall accrue and be paid on Allowed Claims. Unless otherwise set forth in any applicable contract, interest shall be the Federal Judgment Rate. All interest earned on the funds held by the Liquidating Trust in any account shall be distributed with the distributions provided in the Plan.

9.11 Fractional Dollars/De Minimis Distributions. The Liquidating Trustee shall not be required to make distributions or payments of fractions of dollars, and whenever any payment of a fraction of a dollar would otherwise be called for, the actual payment made shall reflect a rounding down of such fraction to the nearest whole dollar. In addition, the Liquidating Trustee shall not be required to make any distribution in an amount less than \$50.00. To the extent that such a distribution shall be called for as part of any interim distribution, the Liquidating Trustee shall establish a reserve for all distributions in the amount of less than \$50.00 and shall, when and if the holder of a Claim or Interest is entitled to a distribution of \$50.00 or more, make such a distribution at such time. The Liquidating Trustee shall not be required to make any Final Distribution of less than \$50.00 and all monies otherwise payable in such amount shall be paid to the other holders of Allowed Claims and Interests, in accordance with this Liquidating Trust Agreement, the Plan and the Confirmation Order.

ARTICLE X**TAXES**

10.1 Income Tax Status. Consistent with Revenue Procedure 94-45, 1994-28 I.R.B. 124, the Liquidating Trust shall be treated as a liquidating trust pursuant to Treasury Regulation Section 301.7701-4(d) and as a grantor trust pursuant to Sections 671-677 of the Internal Revenue Code of 1986 (as amended, the "Tax Code"). Accordingly, it is intended that the transfer of the Liquidating Assets to the Liquidating Trust shall be treated, for all income tax purposes, as a deemed transfer of the Liquidating Trust Assets to the Beneficiaries of the Liquidating Trust for all income purposes, followed by a deemed transfer of such assets by such Beneficiaries to the Liquidating Trust. The Liquidating Trust shall be considered a "grantor" trust, and the Beneficiaries of the Liquidating Trust shall be treated as the grantors and the deemed owners of the Liquidating Trust.

10.2 Tax Returns. In accordance with Tax Code Section 6012 and Treasury Regulation Section 1.671-4(a), the Liquidating Trustee shall file with the IRS annual tax returns on Form ~~1041~~1041 with respect to the Liquidating Trust. In addition, the Liquidating Trustee

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shall file in a timely manner such other tax returns as are required by applicable law and pay any taxes shown as due thereon relating to the Liquidating Trust. The Liquidating Trustee shall send to each Beneficiary a copy of the Form 1041 for the Liquidating Trust (without attaching any other Beneficiary's Schedule K-1 or other applicable information form) within a reasonable time following the end of the taxable year, along with such Beneficiary's Schedule K-1 or other applicable information form. The Liquidating Trustee shall also, with the assistance of St. Clair CPAs, P.C., file the Debtor's 2015 Tax Return, in accordance with the provisions of the Plan.

10.3 Withholding of Taxes Related to Liquidating Trust Operations. To the extent that the operation of the Liquidating Trust or the liquidation of the Liquidating Trust Assets creates a tax liability of the Liquidating Trust in excess of applicable net operating losses, the Liquidating Trustee shall promptly pay such tax liability, if any, and any such payment shall be considered a cost and expense of the operation of the Liquidating Trust payable from the Liquidating Trust Assets. The Liquidating Trustee may reserve a sum, the amount of which shall be determined by the Liquidating Trustee in its sole discretion, sufficient to pay the accrued or potential tax liability arising out of the operations of the Liquidating Trust or the liquidation of the Liquidating Trust Assets. In the exercise of its sole discretion, the Liquidating Trustee may enter into agreements with taxing authorities or other governmental units for the payment of such amounts as may be withheld.

10.4 Valuations. The Liquidating Trustee and the Beneficiaries shall utilize consistent valuations of the Liquidating Trust Assets and such valuations shall be used for all federal income tax purposes.

ARTICLE XI**TERMINATION OF TRUST**

11.1 Maximum Term. The term of the Liquidating Trust shall end no later than the tenth (10th) anniversary of the Effective Date (the "Initial Trust Term") if not otherwise terminated sooner by the distribution of all of the Liquidating Trust Assets; provided, however, that the Liquidating Trustee may extend the term of the Liquidating Trust for an additional one (1) year (the "Supplemental Liquidating Trust Term") by filing a notice of the Liquidating Trustee's intent to extend the term of the Liquidating Trust with the Bankruptcy Court and obtaining the approval of the Bankruptcy Court within six (6) months of the beginning of the extended term; provided further, however, that such extension shall be without prejudice to the right of the United States Securities and Exchange Commission or any party in interest under Bankruptcy Code Section 1109 for cause shown, after notice to the Liquidating Trustee and all parties requesting service under Bankruptcy Rule 2002 and a hearing, to shorten the Supplemental Liquidating Trust Term.

11.2 Events Upon End of Term Termination. Upon the termination of the Liquidating Trust, the Liquidating Trustee shall distribute the remaining Liquidating Trust Assets, if any, to the Beneficiaries, in accordance with this Liquidating Trust Agreement, the Plan and the Confirmation Order.

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11.3 Winding-Up and Discharge of the Liquidating Trustee. For the purposes of winding-up the affairs of the Liquidating Trust at its termination, the Liquidating Trustee shall continue to act as the Liquidating Trustee until its duties have been fully discharged. After doing so, the Liquidating Trustee, its agents and employees shall have no further duties or obligations hereunder, except as required by this Liquidating Trust Agreement or applicable law concerning the termination of a trust. Upon a motion by the Liquidating Trustee, the Bankruptcy Court may enter an order relieving the Liquidating Trustee, its agents and employees of any further duties, discharging the Liquidating Trustee and releasing its bond, if any.

ARTICLE XII**MISCELLANEOUS PROVISIONS**

12.1 Amendments. This Liquidating Trust Agreement may only be modified, supplemented or amended by the Liquidating Trustee in a written, acknowledged instrument, without further court approval.

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

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

12.4 Access to Books and Records; Preservation of Privileges and Immunities.

(a) On or prior to the Effective Date, the Debtor shall transfer to the Liquidating Trust all originals and/or copies of available documents and business records of the Debtor, to the extent they exist and are in the Debtor's possession. The Liquidating Trustee shall uphold all of the Debtor's obligations under the Asset Purchase Agreement with respect to the documents transferred hereunder. Except as provided in the Asset Purchase Agreement, the Liquidating Trust shall maintain such records until the earlier of: (a) the entry of a ~~Final Decree~~ final decree or (b) five (5) years from the filing of the Debtor's final tax returns. Thereafter, said records may be destroyed or otherwise disposed of by the Liquidating Trustee. If the Liquidating Trustee seeks to destroy or otherwise dispose of any records of the Debtor's Estate prior to the time periods set forth herein, the Liquidating Trustee shall be entitled to do so upon Final Order of the Bankruptcy Court after notice and hearing.

(b) After the Effective Date, with respect to the Liquidating Trust Assets, no Person other than the Liquidating Trustee shall have the right to assert or waive any privilege of the Debtor or to make any admission or statement against interest respecting the Debtor as they relate to the Liquidating Trust Assets. Any documents or communications (whether written or oral) transferred to the Liquidating Trust shall vest in the Liquidating Trustee

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and ~~his or her~~ representatives, and the Liquidating Trustee is authorized to take all necessary actions to effectuate the transfer of such privileges.

12.5 Irrevocability. This Liquidating Trust Agreement and the Liquidating Trust created hereunder shall be irrevocable, except as expressly provided in Article 11.1 of this Liquidating Trust Agreement.

12.6 Tax Identification Numbers. The Liquidating Trustee may require any Beneficiary to furnish to the Liquidating Trustee its social security number or employer or taxpayer identification number as assigned by the IRS and the Liquidating Trustee may condition any distribution to any Beneficiary upon the receipt of such identification number.

12.7 Relationship to the Plan and Confirmation Order. The principal purpose of this Liquidating Trust Agreement is to aid in the implementation of the Plan and the Confirmation Order; therefore, this Liquidating Trust Agreement incorporates and is subject to the provisions of the Plan and Confirmation Order. In the event that any provision of this Liquidating Trust Agreement is found to be inconsistent with a provision of the Plan or Confirmation Order, the provisions of the Plan or Confirmation Order, as applicable, shall control.

12.8 Governing Law. This Liquidating Trust Agreement shall be governed and construed in accordance with the laws of the State of Delaware, and all matters pertaining to the validity and construction of this Liquidating Trust Agreement, and the administration of the Liquidating Trust created hereunder, shall be governed by the laws of the State of Delaware, without giving effect to rules governing the conflict of laws.

12.9 Retention of Jurisdiction. Notwithstanding any other provision of this Liquidating Trust Agreement, and to the fullest extent permitted by law, the Bankruptcy Court shall retain exclusive jurisdiction over the Liquidating Trust after the Effective Date, and to resolve any and all controversies, suits and issues that may arise in connection with the Liquidating Trust, including, without limitation, this Liquidating Trust Agreement, or any entity's obligations incurred in connection herewith, including without limitation, any action against the Liquidating Trustee or any professional retained by the Liquidating Trustee or the Liquidating Trust, in each case in its capacity as such. Each party to this Liquidating Trust Agreement hereby irrevocably consents to the exclusive jurisdiction of the Bankruptcy Court in any action to enforce, interpret or construe any provision of this Liquidating Trust Agreement or of any other agreement or document delivered in connection with this Liquidating Trust Agreement, and also hereby irrevocably waives any defense of improper venue, forum non conveniens or lack of personal jurisdiction to any such action brought in the Bankruptcy Court. Each party further irrevocably agrees that (i) any action to enforce, interpret or construe any provision of this Liquidating Trust Agreement will be brought only in the Bankruptcy Court and (ii) all determinations, decisions, rulings and holdings of the Bankruptcy Court shall be final and non-appealable and not subject to reargument or reconsideration. Each party hereby irrevocably consents to the service by certified or registered mail, return receipt requested, to be sent to its address set forth in Article ~~12.13~~12.12 of this Liquidating Trust Agreement or to such other address as he, she or it may designate from time to time by notice given in the manner provided

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above, of any process in any action to enforce, interpret or construe any provision of this Liquidating Trust Agreement. **ANY AND ALL RIGHT TO TRIAL BY JURY IS HEREBY WAIVED AND THERE SHALL BE NO RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THE LIQUIDATING TRUST AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

12.10 Severability. In the event that any provision of this Liquidating Trust Agreement or the application thereof to any person or circumstance shall be determined by the Bankruptcy Court or another court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Liquidating Trust Agreement, or the application of such provision to persons or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Liquidating Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

12.11 Limitation of Benefits. Except as otherwise specifically provided in this Liquidating Trust Agreement, nothing herein is intended or shall be construed to confer upon or to give any person other than the parties hereto and the Beneficiaries any rights or remedies under or by reason of this Liquidating Trust Agreement.

12.12 Notices. All notices, requests, demands, consents and other communication hereunder shall be in writing and shall be deemed to have been duly given to a person, if delivered in person or by facsimile with an electromagnetic report of delivery or if sent by overnight mail, registered mail, certified mail or regular mail, with postage prepaid, to the following addresses:

If to the Liquidating Trustee:

~~Edward A. Phillips
Partner | EisnerAmper LLP
Two Logan Square, Suite 1101
100 North 18th Street
Philadelphia, PA 19103
Ph: (215) 881-8800
Fax: (215) 881-8802
Michael J. Kadelski
1780 Swede Road
Blue Bell, PA 19422~~

with a copy to:

~~Adam G. Landis, Esq.
Kerri K. Mumford, Esq.
Kimberly A. Brown, Esq.
Walter Weir, Jr.
Jeffrey S. Cianciulli
LANDIS RATHWeir & COBBPartners, LLP
919 Market Street, Suite 1800The Widener Building, Suite 500~~

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Wilmington, DE 19801
1339 Chestnut Street
Philadelphia, PA 19107
Ph: 302-467-4400215-665-8181
Fax: 302-467-4450215-665-8464

If to a Beneficiary:

To the name and address set forth in the Register
with respect to such Beneficiary.

The parties may designate in writing from time to time other and additional places to which notices may be sent. All demands, requests, consents, notices and communications shall be deemed to have been given (a) at the time of actual delivery thereof, (b) if given by certified or registered mail, five (5) business days after being deposited in the United States mail, postage prepaid and properly addressed, or (c) if given by overnight courier, the next business day after being sent, charges prepaid and properly addressed.

12.13 Further Assurances. From and after the Effective Date, the parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of this Liquidating Trust Agreement, and to consummate the transactions contemplated hereby.

12.14 Integration. This Liquidating Trust Agreement, the Plan and the Confirmation Order constitute the entire agreement with, by and among the parties thereto, and there are no representations, warranties, covenants or obligations except as set forth herein and in the Plan and the Confirmation Order. This Liquidating Trust Agreement, together with 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. Except as otherwise provided in this Liquidating Trust Agreement, the Plan or the Confirmation order, nothing herein is intended or shall be construed to confer upon or give any person other than the Parties hereto and the Beneficiaries any rights or remedies under or by reason of this Liquidating Trust Agreement.

12.15 Successors or Assigns. The terms of this Liquidating Trust Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

12.16 Interpretation. The enumeration and Article headings contained in this Liquidating Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Liquidating Trust Agreement or of any term or provision hereof. Unless context otherwise requires, whenever used in this Liquidating Trust Agreement the singular shall include the plural and the plural shall include the singular, and words importing the masculine gender shall include the feminine and the neuter, if appropriate, and vice versa, and words importing persons shall include partnerships, associations and corporations. The words herein, hereby, and hereunder and words with similar import, refer to this Liquidating Trust

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Agreement as a whole and not to any particular Article or subsection hereof unless the context requires otherwise.

12.17 Counterparts. This Liquidating Trust Agreement may be signed by the Parties hereto in counterparts, which, when taken together, shall constitute one and the same document.

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IN WITNESS WHEREOF, the Parties hereto have either executed and acknowledged this Liquidating Trust 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.

DEBTOR:

SW LIQUIDATION, LLC

By: _____

Name:

Title:

LIQUIDATING TRUSTEE:

~~EDWARD A. PHILLIPS~~

Michael J. Kadelski

By: _____

Name:

Title:

Document comparison by Workshare Compare on Thursday, October 29, 2015
2:44:03 PM

Input:	
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Description	W0039108
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	104
Deletions	81
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	187

Exhibit C

Identity of the Liquidating Trustee

Identity of the Liquidating Trustee: Mr. Michael J. Kadelski

Exhibit D

Identity of Retained Causes of Action

Identity of Retained Causes of Action: The Liquidating Trust shall retain all Retained Causes of Action against, but not limited to, the following individuals and entities who are not (a) holders of General Unsecured Claims who did not opt out of the General Unsecured Claim Settlement, (ii) Exculpated Persons or (iii) Released Parties.