

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

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: **Chapter 11**
: **Case No. 14-11187 (MFW)**
: **Jointly Administered**
: **Docket Ref. No. 1110**
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In re: **UNIVERSAL COOPERATIVES, INC., et al.,**
Debtors.¹

NOTICE OF FILING OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT the above-captioned debtors and debtors in possession (collectively, the “Debtors”), on behalf of themselves and the Official Committee of Unsecured Creditors (together with the Debtors, the “Plan Proponents”), hereby file this Plan Supplement in accordance with the *Amended Joint Administratively Consolidated Plans of Liquidation of the Debtors and the Official Committee of Unsecured Creditors Under Chapter 11 of the Bankruptcy Code*, dated July 17, 2015 [Docket No. 1110] (as it may be amended, modified, or supplemented from time to time, the “Plan”).²

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibits 1 through 4 are the documents comprising the Plan Supplement:

- Exhibit 1: Form of Liquidating Trust Agreement**
- Exhibit 2: List of Assumed Executory Contracts and Unexpired Leases**
- Exhibit 3: Proposed Notice of Effective Date**

¹ The Debtors and the last four digits of their federal tax identification number are: Universal Cooperatives, Inc. (2405); Heritage Trading Company, LLC (0512); Bridon Cordage LLC (0985); Universal Crop Protection Alliance, LLC (1532); Agrilon International, LLC (7234); and Pavalon, Inc. (1433). The location of the corporate headquarters for each of the Debtors is P.O. Box 21327, Eagan, MN 55121.

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

Exhibit 4: Form of Request for Payment of Administrative Expense Claims Arising Between May 1, 2015 and the Effective Date of Plan

PLEASE TAKE FURTHER NOTICE that the Debtors, on behalf of the Plan Proponents, reserve the right to amend the Plan Supplement at any time prior to the Effective Date of the Plan.

Dated: August 20, 2015
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Andrew L. Magaziner

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EXHIBIT 1

Form of Liquidating Trust Agreement

UNIVERSAL COOPERATIVES CREDITORS' LIQUIDATING TRUST AGREEMENT

This Universal Cooperatives Creditors' Liquidating Trust Agreement (the "Agreement") dated as of _____ [●], 2015 is entered into by and between Universal Cooperatives, Inc.; Heritage Trading Company, LLC; Bridon Cordage LLC; Universal Crop Protection Alliance, LLC; Agrilon International, LLC; and Pavalon, Inc. (collectively, the "Settlor" or "Debtors"), and Shreffler Recovery Services, Inc. (the "Trustee"), for the benefit of the "Beneficiaries" (defined below) under the terms of the *Amended Joint Administratively Consolidated Plans of Liquidation of the Debtors and the Official Committee of Unsecured Creditors Under Chapter 11 of the Bankruptcy Code*, dated July 17, 2015 (the "Plan")¹ confirmed by the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") in Chapter 11 Case No. 14-11187 (MFW) by Order dated _____ [], 2015 [D.I. ●].

WITNESSETH

WHEREAS, the Trust (defined below) is created pursuant to, and to effectuate, the Plan; and

WHEREAS, the Trust is created on behalf, and for the sole benefit, of the Beneficiaries pursuant to the Plan; and

WHEREAS, the Trust is established for the purpose of collecting, liquidating and distributing the Assets (defined below) for the benefit of the Beneficiaries (defined below) in accordance with the terms of this Agreement and the Plan with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust; and

¹ Capitalized terms used herein that are undefined in this Agreement shall have the meanings ascribed to them in the Plan or the Confirmation Order, as appropriate.

WHEREAS, pursuant to the Plan, the Settlor, the Trustee and the Beneficiaries are required to treat, for all federal income tax purposes, the transfer of the Assets to the Trust as a transfer of the Assets by the Settlor to the Beneficiaries in satisfaction of their Allowed General Unsecured Claims followed by a transfer of the Assets by the Beneficiaries to the Trust in exchange for their beneficial interests herein, and to treat the Beneficiaries as the grantors and owners of the Trust in accordance with Treasury Regulation section 301.7701-4; and

WHEREAS, the Trust is intended to be treated as a grantor trust for federal income tax purposes.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and in the Plan, the Settlor and the Trustee agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions.

1.1.1 “Agreement” shall mean this Universal Cooperatives Creditors’ Liquidating Trust Agreement.

1.1.2 “Assets” shall mean the Liquidating Trust Assets as defined in the Plan.

1.1.3 “Available Trust Cash” shall mean the aggregate of the Assets (including Causes of Action) and proceeds thereof after paying, reserving against, or satisfying: (a) fees incurred and due to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6); (b) operating and administrative expenses of the Trust, including but not limited to all costs, expenses, and obligations incurred by the Trustee (or professionals who may be employed by the Trustee in administering the Trust) in carrying out its responsibilities under this Agreement and the Plan; and (c) the Reserve (as defined in the Plan) for Disputed Claims.

1.1.4 “Beneficiaries” means the Holders of Allowed Claims, as defined in the Plan.

1.1.5 “Liquidating Trust Oversight Committee” means the oversight board for the Trust consisting of the members of the Official Committee of Unsecured Creditors, held in the name of the company. The initial members of the Liquidating Trust Oversight Committee are Nufarm Americas Inc., Merial Limited, Zoetis, United Hardware Distribution Co., Chicago Heights Steel, and Nexus Resin Group LLC.

1.1.6 “Trust” shall mean the liquidating trust established pursuant to the terms of this Agreement and the Plan.

1.1.7 “Trustee” shall mean (a) initially, the person or corporation defined as the “Trustee” above, and (b) any successors or replacements duly appointed under the terms of this Agreement, and is the person referred to as the “Liquidating Trustee” in the Plan.

1.1.8 “Permitted Investments” shall include (a) short-term direct obligations of, or obligations guaranteed by, the United States of America, (b) short-term obligations of any agency or corporation which is or may hereafter be created by or pursuant to an act of the Congress of the United States as an agency or instrumentality thereof, (c) such other investments as the Bankruptcy Court may approve from time to time, or (d) demand deposits or certificates of deposit at any bank or trust company that has, at the time of the deposit, a capital stock and surplus aggregating at least \$1,000,000,000, *provided, however*, that the scope of any Permitted Investments shall be limited to include only those investments that a liquidating trust, within the meaning of Treas. Reg. § 301.7701-4(d), may be permitted to hold, pursuant to Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other

IRS pronouncements, or otherwise, and to the investment guidelines of section 345 of the Bankruptcy Code.

1.2 Use of Plan Definitions. All terms which are used in this Agreement but not defined herein shall have the meaning set forth in the Plan or the Confirmation Order, as appropriate.

1.3 Headings; Interpretation. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the provisions of this Agreement. Words denoting the singular number shall include the plural number and vice versa, and words denoting one gender shall include the other gender.

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

ARTICLE II

DECLARATION OF TRUST

2.1 Creation and Name. There is hereby created the Trust, which shall be known as the “Universal Cooperatives Creditors’ Liquidating Trust,” and is the Trust referred to as the “Liquidating Trust” in the Plan. The Trustee may conduct the affairs of the Trust under the name of the “Universal Cooperatives Creditors’ Liquidating Trust.”

2.2 Purpose of Trust. The Settlor and the Trustee, pursuant to the Plan and in accordance with the Bankruptcy Code, hereby create the Trust for the purpose of, among other things, (a) investigating and, if appropriate, pursuing Causes of Action not otherwise released under the Plan, (b) administering and pursuing the Assets, (c) resolving all Disputed Claims and (d) making Distributions from the Trust as provided for in the Plan and this Agreement. The

activities of the Trust shall be limited to those activities set forth in this Agreement and as otherwise contemplated by the Plan.

2.3 Transfer of Assets.

- A. The Settlor hereby grants, releases, assigns, conveys, transfers and delivers, on behalf of the Beneficiaries, all of the Settlor's right, title and interest in the Assets to the Trustee as of the Effective Date in trust for the benefit of the Beneficiaries, pursuant to sections 1123(a)(5)(B) and 1123(b)(3)(B) of the Bankruptcy Code and in accordance with the Plan and Confirmation Order, free and clear of any and all liens, claims, encumbrances, and interests (legal, beneficial, or otherwise) of all other Persons to the maximum extent contemplated by and permissible under section 1141(c) of the Bankruptcy Code for the uses and purposes as specified in this Agreement and the Plan, but subject to the following liabilities: (i) all fees payable pursuant to 28 U.S.C. §1930 until such time as the Bankruptcy Court enters a final decree closing each of the Debtor's Chapter 11 Cases, (ii) any expenses incurred and unpaid, or to be incurred, by the Trustee in the performance of his or her administrative duties in respect of winding up the Estates and administering the Trust, and (iii) any obligations owing pursuant to the Plan.
- B. The Trustee shall automatically, and without need for further notice or approval of the Bankruptcy Court or the Debtors, be designated as the representative of the Estates pursuant to section 1123(b)(3)(B) of the Bankruptcy Code to enforce or pursue any Cause of Action transferred to

the Trust after the Effective Date in accordance with the terms of this Agreement, the Plan, and the Confirmation Order. Any proceeds of a Cause of Action shall be distributed pursuant to the terms of the Plan and this Agreement.

2.4 Securities Law. Under section 1145 of the Bankruptcy Code, the issuance of beneficial interests in the Trust to the Beneficiaries under the Plan shall be exempt from registration under the Securities Act of 1933, as amended, and all applicable state and local laws requiring registration of securities. If the Trustee determines, with the advice of counsel, that the Trust is required to comply with the registration and reporting requirements of the Securities and Exchange Act of 1934, as amended, or the Investment Company Act of 1940, as amended, then the Trustee shall take any and all actions to comply with such reporting requirements and file necessary periodic reports with the Securities and Exchange Commission.

2.5 Appointment and Acceptance of Trustee. The Trustee shall be deemed to be appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The Trustee accepts the Trust created by this Agreement and the grant, assignment, transfer, conveyance, and delivery to the Trustee, on behalf, and for the benefit, of the Beneficiaries, by the Debtors of all of their respective right, title, and interest in the Assets, upon and subject to the terms and conditions set forth in this Agreement, the Plan and the Confirmation Order. The Trustee shall be deemed hereby substituted as plaintiff, defendant, or in any other capacity for the Debtors in (a) all pending matters including but not limited to motions, contested matters and adversary proceedings in the Bankruptcy Court and (b) any Cause of Action not otherwise released pursuant to the Plan pending before the Bankruptcy Court or any other court that relates to a Liquidating Trust Asset without the need for filing any motion for such relief.

2.6 No Reversion to Debtors. In no event shall any part of the Assets be distributed to any of the Debtors.

ARTICLE III

ADMINISTRATION OF THE TRUST

3.1 Rights, Powers, and Privileges. The Trustee shall have only the rights, powers and privileges expressly provided in this Agreement or the Plan. Subject to the terms of this Agreement, including Section 3.4 of this Agreement, the Trustee shall have the power to take the actions specified in this Section 3.1 and any actions reasonably incidental thereto, which the Trustee reasonably determines to be necessary or appropriate to fulfill the purpose of the Trust, including but not limited to:

- A. to exercise all power and authority that may be necessary to implement the Plan and enforce all provisions thereof, commence and prosecute all proceedings that may be commenced and take all actions that may be taken by any officer, director or shareholder of the Debtors with like effect as if authorized, exercised and taken by unanimous action of such officers, directors and shareholders, including consummating the Plan;
- B. to maintain all bank accounts, make Distributions and take other actions consistent with the Plan, including the maintenance of appropriate reserves (including the Reserve), in the name of the Trust;
- C. to maintain the books and records of the Trust, including any books and records of the Debtors transferred to the Trust;
- D. to take all steps reasonably necessary and practicable to terminate the corporate existence of the Debtors, including the filing of any motions or other pleadings in the Bankruptcy Court, if necessary;
- E. to incur and pay reasonable and necessary expenses in connection with the implementation and consummation of the Plan;
- F. to make decisions without court approval, regarding the retention or engagement of professionals or other Persons, and to pay, without court approval, all reasonable fees and expenses of the Liquidating Trust accruing from and after the Effective Date;

- G. to collect and liquidate all assets of the Debtors transferred to the Trust and to administer the wind down of the Debtors' affairs;
- H. to prepare and file Tax returns and related forms and filings on behalf of the Debtors, to protest or appeal any Tax assessment, and to apply for or otherwise pursue any Claim for any Tax refund, rebate or reduction;
- I. to prosecute and/or settle Causes of Action not otherwise released pursuant to the Plan, on behalf of and in the name of the Debtors;
- J. to seek a determination of Tax liability under section 505 of the Bankruptcy Code or otherwise and to pay, or cause to be paid, from the assets of the Debtors transferred to the Trust, any Taxes incurred by the Trustee and/or the Debtors before or after the Effective Date;
- K. to collect, or cause to be collected, any accounts receivable or other claims of the Debtors not otherwise disposed of pursuant to the Plan, including by filing proofs of claim in bankruptcy cases or other insolvency proceedings as may be necessary;
- L. to invest, or cause to be invested, Cash as deemed appropriate by the Trustee;
- M. to enter, or cause to be entered, into any agreement or execute any document required by or consistent with the Plan and perform all of the Debtors' obligations under the Plan;
- N. to abandon, or cause to be abandoned, in any commercially reasonable manner any Assets of the Debtors that the Trustee reasonably concludes are burdensome or of inconsequential value and benefit to the Trust without any need for Bankruptcy Court approval;
- O. to prepare and file post-Effective Date operating reports;
- P. to file, prosecute and/or settle objections to Proofs of Claim filed in each of the Chapter 11 Cases;
- Q. to take all other actions not inconsistent with the provisions of the Plan which the Trustee deems reasonably necessary or desirable in connection with the administration and consummation of the Plan; and
- R. to exercise such other powers as may be vested in the Trustee by order of the Bankruptcy Court.

On and after the Effective Date, the Trustee may exercise any of the foregoing powers without any further order of the Bankruptcy Court provided the Trustee acts in conformity with the Plan, this Agreement and any applicable orders of the Bankruptcy Court.

Pursuant to the Plan, on the Effective Date, the Debtors transferred to the Trustee the Debtors' evidentiary privileges, including the attorney/client privilege. From and after such transfer, the Debtors and the Estates shall have no further rights or obligations with respect thereto. Privileged communications may be shared among the Trustee, attorneys, financial advisors, accountants or other professionals and employees as the Trustee and the Liquidating Trust Oversight Committee without compromising the privileged nature of such communications, in accordance with the "joint interest" doctrine.

3.2 Agents and Professionals. The Trustee may, but shall not be required to, consult with and retain Lowenstein Sandler LLP, EisnerAmper LLP and such other attorneys, disbursing agent, financial advisors, accountants or other professionals and employees as the Trustee deems appropriate in the reasonable exercise of his or her discretion, and who the Trustee reasonably determines to have qualifications necessary to assist the Trustee in the proper administration of the Trust with the approval of the Liquidating Trust Oversight Committee. Subject to Section 7.9 of this Agreement, the Trustee may pay the reasonable fees, costs and expenses of such persons out of the Assets in the ordinary course of business as is permitted in the Plan and Confirmation Order, and except as set forth below, without any further notice to any party or action, order or approval of the Bankruptcy Court. Subject to this Section 3.2 and the other terms and conditions of this Agreement, the Plan and Confirmation Order, the Trustee may retain professionals who previously were employed by the Creditors' Committee or the Debtors. Professionals retained by the Trustee shall receive compensation and reimbursement of expenses

in a manner to be determined by the Trustee and in accordance with the payment procedures set forth in Section 7.9 of this Agreement.

3.3 Safekeeping of Assets. All Assets shall, until distributed as provided herein or in the Plan, be held in trust for the benefit of the Beneficiaries in accordance with the Plan and this Agreement. The Trustee shall be under no liability for interest or producing income on any moneys received by it hereunder and held for Distribution to the Beneficiaries, except as such interest or income shall actually be received by the Trustee.

3.4 Limitations on Trustee. The Trustee shall not at any time, on behalf of the Trust or Beneficiaries, enter into or engage in any trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust, and no part of the Assets or the proceeds, revenue, or income therefrom shall be used or disposed of by the Trust in furtherance of any trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust. The Trustee will need the consent of the Liquidating Trustee Oversight Committee before pursuing any additional Causes of Action beyond those discussed in the Committee Standing Motion and before retaining professionals other than those identified in this Agreement.

3.5 Claims Administration. Except as specifically provided in the Plan, the Liquidating Trustee shall have the authority: (a) to file, withdraw or litigate to judgment objections to Claims; (b) to settle or compromise any Disputed Claim (other than a Fee Claim) without any further notice to or action, order or approval by the Bankruptcy Court, subject to providing notice and in the event any member of the Liquidating Trust Oversight Committee objects or has a concern, a meeting by telephone or in person of a quorum (three members) of the Liquidating Trust Oversight Committee (but such notice to the Liquidating Trust Oversight

Committee only to be provided in the event any such settlement or compromise would result in an Allowed Claim in excess of \$200,000.00); (c) to commence, litigate to judgment or settle any Causes of Action, providing notice and in the event any member of the Liquidating Trust Oversight Committee objects or has a concern, a meeting by telephone or in person of a quorum (three members) of the Liquidating Trust Oversight Committee, and (d) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval by the Bankruptcy Court or the Liquidating Trust Oversight Committee.

3.6 Investment. The Trustee may only invest funds held in the Trust in Permitted Investments and, provided that the Trustee does so, he or she shall have no liability in the event of insolvency of any institution in which he or she has invested any of the Assets or any proceeds, revenue, or income therefrom. The Trustee may expend the Cash of the Trust (a) as reasonably necessary to meet contingent liabilities and to maintain the value of the Assets during liquidation, (b) to pay reasonable administrative expenses (including, but not limited to, any taxes imposed on the Trust) and (c) to satisfy other liabilities incurred by the Trust in accordance with the Plan and this Agreement (including, without limitation, the payment of any taxes).

3.7 Trustee Action. The Trustee shall hold, collect, conserve, protect and administer the Trust in accordance with the provisions of this Agreement and the Plan, and pay and distribute amounts as set forth herein for the purposes set forth in this Agreement. Any good faith determination by the Trustee as to what actions are in the best interests of the Trust shall be determinative.

3.8 Bankruptcy Court Approval of Trustee Actions. Except as provided in the Plan or otherwise specified in this Agreement, the Trustee need not obtain an order or approval of the

Bankruptcy Court in the exercise of any power, rights, or discretion conferred hereunder, or account to the Bankruptcy Court. The Trustee shall exercise his or her business judgment for the benefit of the Beneficiaries in order to maximize the value of the Assets and Distributions, giving due regard to the cost, risk, and delay of any course of action. Notwithstanding the foregoing in this Section 3.8, but subject to Section 3.4 of this Agreement, the Trustee may submit to the Bankruptcy Court any matter regarding which the Trustee may desire to have explicit approval of the Bankruptcy Court for the taking of any specific action proposed to be taken by the Trustee with respect to the Assets, the Trust, the Agreement, the Plan, or the Debtors, including the administration and Distribution of the Assets. The Bankruptcy Court shall retain jurisdiction for such purposes and shall approve or disapprove any such proposed action upon a motion filed by the Trustee. In addition, subject to Section 3.4 of this Agreement, the Trustee shall have the authority, but not the obligation, to seek Bankruptcy Court approval to sell any Asset free and clear of any and all liens, claims, and encumbrances (to the extent any Asset is not already free and clear of any and all liens, claims, and encumbrances pursuant to the Plan or Confirmation Order).

3.9 Liquidating Trust Oversight Committee Action. Three members of the Liquidating Trust Oversight Committee shall constitute a quorum for any action by the Liquidating Trust Oversight Committee, and the act of a majority of those present at any meeting at which a quorum is present, shall be the act of the Liquidating Trust Oversight Committee. The members of the Liquidating Trust Oversight Committee may resign at anytime. If the Liquidating Trust Oversight Committee has less than three members, then the Liquidating Trust Oversight Committee quorum shall be the number of members remaining. If any vote of the Liquidating Trust Oversight Committee ends in a tie, the Trustee shall break any tie vote.

3.10 Compensation. The Trustee shall be paid \$1,000 per month, subject to increases with the approval of the Liquidating Trust Oversight Committee. The Liquidating Trust Oversight Committee shall serve without compensation; provided, however, both the Trustee and Liquidating Trust Oversight Committee may be reimbursed for their reasonable out of pocket expenses incurred in connection with service to the Trust and the Beneficiaries.

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

ARTICLE IV

DISTRIBUTIONS FROM THE TRUST

4.1 Timing of Distributions. Distributions of Available Trust Cash shall be made no less frequently than once annually, such period to be measured from the Effective Date (each a "Distribution Date"); *provided, however*, that the Trustee may (i) defer a Distribution to the next Distribution Date if the Trustee determines, in the reasonable exercise of the Trustee's discretion, that the amount available for Distribution at such time is insufficient to justify the cost of effecting the Distribution (ii) make more frequent Distributions if the Trustee determines that such interim distributions are warranted and economical; *provided further*, however, that the Trustee may, in the reasonable exercise of the Trustee's discretion, cause the Trust to retain an amount of Available Trust Cash reasonably necessary to maintain the value of the Assets or to meet Trust liabilities, including maintenance of the Reserve, and withhold such Cash from Distributions to Beneficiaries. The Trustee shall not make any Distributions of Assets to the Beneficiaries unless the Trustee retains and reserves in the Reserve such amounts as are

reasonably necessary to satisfy amounts that would have been distributed in accordance with this Article IV in respect of Disputed Claims if the Disputed Claims were determined to be Allowed Claims immediately prior to such proposed Distribution to the Beneficiaries. On the Final Distribution Date, the Trustee shall distribute any Cash remaining in the Reserve to Holders of Allowed Claims in accordance with the respective priorities set forth in the Plan. After final Distributions have been made in accordance with the terms of the Plan and this Agreement, if the amount held by the Liquidating Trust becomes, in the sole discretion of the Liquidating Trustee, too small to cost-effectively make further distributions, the Liquidating Trustee may make a charitable donation of the funds to the American Bankruptcy Institute Endowment Fund

4.2 Distributions. Holders of Allowed General Unsecured Claims against the Debtors shall receive, in full and final satisfaction of such Allowed Claims, their share (as set forth in the Plan) of the Available Trust Cash after the Trustee maintains appropriate reserves for Disputed Claims and the costs of administration of the Trust.

4.3 Fractional Cents; De Minimis Distributions. The Trustee shall not be required make Distributions or payments of fractions of cents, and whenever any Distribution of a fraction of a cent under the Plan would otherwise be required, the actual Distribution made shall reflect a rounding of such fraction to the nearest whole cent (up or down), with fractions equal to or greater than half a cent being rounded up, and fractions less than half a cent rounded down. All *de minimis* Distributions (*i.e.* a distribution to be made in accordance with the terms of the Plan that is \$25.00 or less, a “De Minimis Distribution”) will be held by the Trustee for the benefit of the holders of Allowed Claims entitled to such De Minimis Distributions. When the aggregate amount of De Minimis Distributions held by the Trustee for the benefit of a holder of a Claim exceeds \$25.00, the Trustee will distribute such De Minimis Distributions to such holder.

If, at the time that the final Distribution under the Plan is to be made, the De Minimis Distributions held by the Trustee for the benefit of a holder of a Claim totals less than \$25.00, such funds shall not be distributed to such holder, but rather, such Claims shall be deemed expunged and such Distribution shall vest in the Trust and be distributed to other holders of Allowed Claims in accordance with the terms of the Plan.

4.4 Compliance with Tax Requirements. The Trustee shall be authorized to require each Holder of a Claim to provide it with a current executed Form W-9, Form W-8, or similar tax form as a condition precedent to being sent a Distribution. The Trustee shall provide advance written notice of any such requirement to each Holder of a Claim affected thereby. The notice shall provide each Holder of a Claim with a minimum of 60 days after the date of mailing of such notice to provide a current executed Form W-9, Form W-8 or similar tax form to the Trustee and shall expressly state that a failure to provide such form within the stated period shall result in a forfeiture of the right to receive any Distribution under the Plan, that any such Distribution shall revert to the Trust for distribution on account of other Allowed Claims and that the Claim of the Holder originally entitled to such Distribution shall be waived, discharged and forever barred without further order of the Bankruptcy Court. If a Holder of an Allowed Claim does not provide the Trustee with a current executed Form W-9, Form W-8 or similar tax form within the time period specified in such notice, or such later time period agreed to by the Trustee in writing in its discretion, such Holder shall be deemed to have forfeited the right to receive any Distribution under the Plan, any such Distribution shall revert to the Trust for distribution on account of other Allowed Claims and the Claim of the Holder originally entitled to such Distribution shall be waived, discharged and forever barred without further order of the Bankruptcy Court.

4.5 Administrative Claims. Allowed Administrative Claims that have not been or were not required to be paid on or before the Effective Date, other than Fee Claims, shall be paid in accordance with the terms of the Plan. All U.S. Trustee fees due and owing under 28 U.S.C. 1930(a)(6) shall continue to accrue until the Chapter 11 Cases are closed, dismissed or converted. Allowed Fee Claims shall be paid in accordance with the Interim Compensation Order, the Plan, and any orders of the Bankruptcy Court with respect to final allowance of such Fee Claims.

4.6 Distributions After Allowance or Disallowance of a Disputed Claim. Within 30 days of a Disputed Claim becoming an Allowed Claim, the Trustee shall distribute to the Holder thereof, from the Reserve, such amount of Available Trust Cash as would have been distributed to such Holder if its Claim had been an Allowed Claim on the Effective Date. Subject to the limitations in section 4.1 hereof, the Trustee shall no longer reserve for and the Trustee shall distribute to the Beneficiaries on the next Distribution Date, pursuant to this Agreement and the Plan, their *pro rata* share of the funds held in the Reserve on account of any Disputed Claim that becomes disallowed.

4.7 Undeliverable Distributions and Unclaimed Property. If the Distribution to any holder of an Allowed Claim is returned as undeliverable or is otherwise unclaimed, no additional Distributions shall be made to such holder unless and until the Liquidating Trustee is notified in writing of such holder's then-current address. Nothing contained in this Plan shall require the Liquidating Trustee to attempt to locate any holder of an Allowed Claim.

Prior to making Distributions, if the Trustee's records indicate that it does not have a Taxpayer Identification Number or Employer Identification Number for any holder of an Allowed Claim, the Trustee shall make one request for each such holder's Taxpayer

Identification Number or Employer Identification Number (i.e. social security number for an individual and employer identification number for a business) and a completed Form W-9 or, if not a US company, Form W-8 which may be found on the IRS website: <http://www.irs.gov/uac/Form-W-8,-Certificate-of-Foreign-Status>. If any holder fails to provide the Taxpayer Identification Number/Employer Identification Number, Form W-9 or Form W-8, each such holder's Distribution shall be treated as undeliverable. The Trustee shall make all Distributions that have become deliverable as soon as reasonably practicable after such Distribution has become deliverable or has been claimed. Any holder of an Allowed Claim that remains undeliverable at the time of the Liquidating Trustee's final Distribution shall be expunged, extinguished, discharged, and forever barred, and the proceeds of such checks shall re-vest in the Liquidating Trust, without further order of the Bankruptcy Court.

4.8 Failure to Claim Unclaimed/Undeliverable Distributions. Any holder of an Allowed Claim that does not assert a Claim pursuant to this Plan for an undeliverable or unclaimed Distribution within six (6) months after the Distribution is made shall be deemed to have its Claim expunged and shall have forfeited its right to such undeliverable or unclaimed Distribution and any subsequent Distribution on account of its Allowed Claim and shall be forever barred and enjoined from asserting any such Claim for an undeliverable or unclaimed Distribution or any subsequent Distribution on account of its Allowed Claims against the Debtors, their Estates, their property or the Assets. In such cases, such unclaimed/undeliverable Distributions shall be redistributed and paid to holders of Allowed Claims in accordance with the Plan and this Trust, free of any restrictions thereon and notwithstanding any federal or state escheatment laws to the contrary.

4.9 Payments Limited to Assets. All Distributions to be made by the Trustee to or for the benefit of any Beneficiary shall be made only from the Assets or proceeds thereof.

4.10 United States Trustee Fees and Reports. After the Effective Date, the Trustee shall pay as an expense of the Trust all fees incurred under 28 U.S.C. § 1930(a)(6) by reason of the Trust's disbursements as required under the Plan and Confirmation Order until the Chapter 11 Cases are closed. After the Effective Date, the Trust shall prepare and serve on the Office of the U.S. Trustee such quarterly disbursement reports for the Trust as required by the U.S. Trustee for as long as the Chapter 11 Cases remain open.

4.11 Insurance. The Trustee may use Assets in the Trustee's reasonable business judgment to maintain customary insurance coverage, if available, for the protection of the Assets. The Trustee shall obtain insurance coverage with respect to the liabilities and obligations of the Trustee and the Liquidating Trust Oversight Committee under this Agreement (in the form of an errors and omissions policy or otherwise) unless both the Trustee and Liquidating Trust Oversight Committee unanimously agree that such insurance shall not be required. The Trustee shall serve with a bond, the terms of which shall be agreed to by the Liquidating Trust Oversight Committee, and the cost and expense of which shall be paid by the Trust.

4.12 Charitable Donations. On or about the time that a final Distribution is made and upon the Trustee determining that there are insufficient funds remaining to cost-effectively make a further Distribution to holders of Claims under the Plan, the Trustee may donate any undistributed funds to the American Bankruptcy Institute Endowment Fund without further order of the Court.

ARTICLE V
BENEFICIARIES

5.1 Incidents of Ownership. The Beneficiaries shall be the sole beneficiaries of the Trust and the Assets, and the Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized in this Agreement, the Plan and the Confirmation Order.

5.2 Interest Beneficial Only. The ownership of a beneficial interest in the Trust shall not entitle any Beneficiary or the Settlor to any title in or to the Assets or to any right to call for a partition or division of such Assets or to require an accounting, except as specifically provided herein or in the Plan.

5.3 Evidence of Beneficial Interest. Ownership of a beneficial interest in the 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 Trust by the Trustee.

5.4 Notice of Transfer of Beneficial Interest. An assignment or transfer of a beneficial interest in the Trust, whether by operation of law or otherwise, shall not be effective or acknowledged by the Trust until appropriate notification and proof thereof, in a form satisfactory to the Trustee in the exercise of his or her reasonable discretion, is submitted to the Trustee by registered or certified United States mail, return receipt requested, and the Trustee may continue to pay all amounts to or for the benefit of the assigning or transferring Beneficiary until receipt of such written notification and proof of assignment or transfer. Except where a change of beneficial interest ownership occurs by operation of law, the notice shall be executed by both the transferee and the transferor, and the signatures of the parties shall be acknowledged before a notary public. For purposes of each Distribution, the Trustee will not recognize any transfer during the period commencing thirty (30) calendar days prior to making any Distribution.

Except as otherwise provided in this Agreement or the Plan, any transfer of a Claim, whether occurring prior to or after the Confirmation Date, shall not affect or alter the classification and treatment of such Claim under the Plan and any such transferred Claim shall be subject to classification and treatment under the Plan as if such Claim were held by the transferor who held such Claim on the Petition Date. The Trustee may rely without any further investigation upon any notification and proof of an assignment or transfer of a beneficial interest in the Trust submitted in accordance with this Section 5.4 that the Trustee reasonably believes to be genuine.

ARTICLE VI

THIRD PARTY RIGHTS AND LIMITATION OF LIABILITY

6.1 Reliance. Except as otherwise provided in this Agreement, the Plan or the Confirmation Order, the Trustee may rely and shall be protected and have no liability in acting upon any resolution, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document that the Trustee reasonably believes to be genuine.

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

6.3 Limited Recourse. Except as otherwise provided in this Agreement, the Plan or the Confirmation Order, Persons (including any professionals retained by the Trustee in accordance with this Agreement) engaged in transactions with the Trust or the Trustee shall look only to the Assets to satisfy any liability incurred in connection with carrying out the terms of this Agreement, the Plan or the Confirmation Order.

6.4 Limitation of Liability. On and after the Effective Date, the Trust shall have no liability on account of any Claims or Interests except as set forth in the Plan or this Agreement. All payments and all Distributions made by the Trustee under the Plan or this Agreement shall be in full and final satisfaction, settlement, and release of and in exchange for all Claims or Interests against the Debtors. Neither the Trustee, the Liquidating Trust Oversight Committee, their respective members, designees or professionals, or any duly designated agent or representative of the Trustee or the Liquidating Trust Oversight Committee, nor their respective employees, shall be liable for the act or omission of any other member, designee, agent, or representative of such Trustee or Liquidating Trust Oversight Committee, nor shall such Trustee, or any member of the Liquidating Trust Oversight Committee, be liable for any act or omission taken or omitted to be taken in its capacity as Trustee, or as a member of the Liquidating Trust Oversight Committee, respectively, other than for specific acts or omissions resulting from such Trustee's or such member's willful misconduct, gross negligence or fraud. The Trustee shall be entitled to enjoy all of the rights, powers, immunities and privileges applicable to a chapter 7 trustee and the Liquidating Trust Oversight Committee shall be entitled to enjoy all of the rights, powers, immunities and privileges of an official committee of unsecured creditors. Other than as set forth in the Plan or Confirmation Order, nothing in this Agreement shall be deemed to release any Beneficiary from any actions or omissions occurring prior to the Effective Date.

6.5 Non-Liability for Acts of Others. The Trustee or the Liquidating Trust Oversight Committee may, in connection with the performance of its functions, and in its sole and absolute discretion, consult with its attorneys, accountants, financial advisors and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such persons, regardless of whether such advice or opinions are provided in

writing. Notwithstanding such authority, neither the Trustee nor the Liquidating Trust Oversight Committee shall be under any obligation to consult with its attorneys, accountants, financial advisors or agents, and their determination not to do so shall not result in the imposition of liability on the Trustee or Liquidating Trust Oversight Committee or their respective members and/or designees, unless such determination is based on willful misconduct, gross negligence, or fraud. Nothing contained in this Agreement, the Plan or the Confirmation Order shall be deemed to be an assumption by the Trustee of any of the liabilities, obligations, or duties of the Debtors or Beneficiaries or a covenant or agreement by the Trustee to assume or accept any such liability, obligation or duty. Any successor Trustee may accept and rely upon any accounting made by or on behalf of any predecessor Trustee hereunder, and any statement or representation made by a predecessor Trustee or its agents as to the assets comprising the Trust Assets or as to any other fact bearing upon the prior administration of the Trust, so long as it has a good faith basis to do so. A successor Trustee shall not be liable for having accepted and relied in good faith upon any such accounting, statement, or representation if it is later proved to be incomplete, inaccurate, or untrue. A successor Trustee shall not be liable for any act or omission of any predecessor Trustee, nor have a duty to enforce any claims against any predecessor Trustee on account of any such act or omission.

6.6 Indemnification. The Trust shall indemnify and hold harmless, to the fullest extent permitted by law, the Trustee, the Liquidating Trust Oversight Committee and their members, designees and professionals, and all duly designated agents and representatives thereof (in their capacity as such; each, an “Indemnified Party” and collectively, the “Indemnified Parties”), from and against and in respect of all liabilities, losses, damages, claims, costs and expenses (including reasonable attorneys’ fees, disbursements, and related expenses) which such

parties may incur or to which such parties may become subject in connection with any action, suit, proceeding or investigation brought by or threatened against such parties arising out of or due to their acts or omissions, or consequences of such acts or omissions, with respect to the implementation or administration of the Trust or the Plan or the discharge of their duties under this Agreement; *provided, however*, that no such indemnification will be made to such persons for actions or omissions as a result of willful misconduct, gross negligence, or fraud. Persons dealing with the Trustee may only look to the Assets to satisfy any liability incurred by the Trustee or the Liquidating Trust Oversight Committee to such person in carrying out the terms of this Agreement, and neither the Trustee nor the Liquidating Trust Oversight Committee shall have any personal obligation to satisfy any such liability. Notwithstanding any provision in this Agreement to the contrary, an Indemnified Party shall be entitled to request advances from the Trust to cover reasonable fees and necessary expenses incurred in connection with defending itself in any action brought against it as a result of the acts or omissions, actual or alleged, of an Indemnified Party in its capacity as such; *provided, however*, that the Trustee shall not be required to make any such advances; *provided further, however*, that any Indemnified Parties receiving such advances shall repay the amounts so advanced to the Trust upon the entry of a final order of a court of competent jurisdiction finding that such Indemnified Parties were not entitled to such indemnity under the provisions of this Section 6.6. This indemnification shall survive the death, dissolution, resignation, or removal, as may be applicable, of the Indemnified Parties, or the termination of the Trust, and shall inure to the benefit of the Indemnified Parties' heirs and assigns.

ARTICLE VII

SELECTION, REMOVAL AND COMPENSATION OF TRUSTEE

7.1 Initial Trustee. The initial Trustee as selected by the Creditors' Committee is Shreffler Recovery Services, Inc: Attn.: Julie Moore.

7.2 Fiduciary Duties of the Trustee. The Trustee shall act in a fiduciary capacity on behalf of the interests of all Holders of Claims that will receive Distributions pursuant to the terms of the Plan.

7.3 Term of Service. The Trustee shall serve until (a) the completion of all the Trustee's duties, responsibilities and obligations under this Agreement and the Plan, (b) termination of the Trust in accordance with this Agreement and the Plan, or (c) the Trustee's death or dissolution, incapacitation, resignation, or removal.

7.4 Removal of a Trustee. Any Person serving as Trustee may be removed at any time and for any reason by action of the Liquidating Trust Oversight Committee or upon the determination of the Bankruptcy Court on a motion for cause shown. Any Trustee so removed is entitled to payment of reasonable fees and necessary expenses accrued prior to removal subject to the terms of this Agreement.

7.5 Resignation of Trustee. The Trustee may resign at any time by giving the Liquidating Trust Oversight Committee at least 30 days' written notice of the Trustee's intention to do so. In the event of a resignation, the resigning Trustee shall render to the Liquidating Trust Oversight Committee a full and complete accounting of monies and assets received, disbursed, and held during the term of office of that Trustee. The resignation shall be effective on the later of (a) the date specified in the notice; (b) the date that is 30 days after the date the notice is delivered; or (c) the date the accounting described in the preceding sentence is delivered.

7.6 Appointment of Successor Trustee. Upon the resignation, death, incapacity, or removal of a Trustee, the Liquidating Trust Oversight Committee shall appoint a successor Trustee to fill the vacancy so created. Any successor Trustee so appointed shall consent to and accept in writing the terms of this Agreement and agree that the provisions of this Agreement shall be binding upon and inure to the benefit of the successor Trustee and all of the successor Trustee's heirs and legal and personal representatives, successors or assigns. Notwithstanding anything in this Agreement, in the event that a successor Trustee is not appointed within 60 days of the occurrence or effectiveness, as applicable, of the prior Trustee's resignation, death, incapacity, or removal then the Bankruptcy Court, upon the motion of any party-in-interest, including counsel to the Trust, shall approve a successor to serve as the Trustee.

7.7 Powers and Duties of Successor Trustee. A successor Trustee shall have all the rights, privileges, powers, and duties of the predecessor Trustee under this Agreement and the Plan.

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

7.9 Compensation and Costs of Administration. The Trustee shall be compensated on reasonable terms as determined initially by the Creditors' Committee and set forth herein. The Trustee may retain and compensate professionals as provided for in Section 3.2 of this Agreement, and may, with the consent of the Liquidating Trust Oversight Committee, appoint an Entity or Entities to act as disbursing agent ("Disbursing Agent"). The reasonable fees and actual and necessary expenses of such professionals, the Trustee and any Disbursing Agent shall be paid by the Trustee upon each monthly submission of a fee statement to the Trustee and/or the

Liquidating Trust Oversight Committee, as applicable, in accordance with the following procedures. The Trustee shall deliver his or her invoices or fee statements to the Liquidating Trust Oversight Committee before payment from the Trust Assets therefor shall be allowed. Any professionals retained by the Trustee pursuant to this Agreement shall deliver their invoices or fee statements to the Trustee and the Liquidating Trust Oversight Committee before payment from the Trust Assets therefor shall be allowed. Any Entity selected as Disbursing Agent by the Trustee pursuant to this Agreement and the Plan shall deliver their invoices or fee statements to the Trustee and the Liquidating Trust Oversight Committee before payment from the Trust Assets therefor shall be allowed. The Trustee and Liquidating Trust Oversight Committee, as applicable, shall have 20 days from the delivery of any invoice or fee statement to give notice of an objection to the fee statement to the professional or Entity seeking compensation or reimbursement of expenses (including the Trustee). For an objection to be valid, it shall be in writing and set forth in detail the specific fees objected to and the basis for the objection. The uncontested portion of each invoice shall be paid within 25 days after its original delivery to the Trustee. Any objection that remains unresolved 15 days after it is made shall be submitted to the Bankruptcy Court for resolution.

ARTICLE VIII

TRUST OBLIGATIONS

8.1 Reporting and Filing Requirements. Within 30 days after December 31 of each calendar year in which the Trust shall remain in existence, the Trustee shall file a report with the Bankruptcy Court of all Assets received by the Trust, all Available Trust Cash disbursed to Beneficiaries, all Assets held by the Trust and all fees, income, and expenses related to the Trust during the preceding calendar year. The Trustee's report shall be provided to the Liquidating

Trust Oversight Committee upon filing with the Bankruptcy Court and shall be available to any Beneficiary upon request.

8.2 Filing of Tax Returns. The Trustee shall file tax returns for the Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) and any other applicable laws or regulations; *provided, however*, that the Trustee may, in the Trustee's reasonable discretion, determine the best way to report for tax purposes with respect to the Disputed Claims Reserve, including (i) filing a tax election to treat any and all reserves for Disputed General Unsecured Claims as a disputed ownership fund (“DOF”) within the meaning of Treasury Income Tax Regulation Section 1.468B-9 for federal income tax purposes rather than to tax such reserve as a part of the Trust or (ii) electing to report as a separate trust or sub-trust or other entity. If an election is made to report the Disputed Claims Reserve as a DOF, the Trust shall comply with all federal and state tax reporting and tax compliance requirements of the DOF, including but not limited to the filing of a separate federal tax return for the DOF and the payment of federal and/or state income tax due.

8.3 Preparation of Statements. To the extent reasonably practicable and unless otherwise ordered by the Bankruptcy Court, the Trustee shall, within 75 days after the end of each calendar year, send to each Beneficiary a statement setting forth the Beneficiary's share of items of income, gain, loss, deduction, or credit and will instruct all such holders to report such items on their federal income tax returns. A final such statement shall also be sent to each Beneficiary within 75 days after the dissolution of the Trust. The Trust's taxable income, gain, loss, deduction, or credit will be allocated (subject to provisions of the Plan and Confirmation Order relating to Disputed Claims) to the Beneficiaries in accordance with their relative beneficial interests in the Trust, as determined pursuant to this Agreement and the Plan.

8.4 Valuation of Assets. As soon as practicable after the Effective Date, the Trustee, to the extent that he or she deems it necessary or appropriate in the reasonable exercise of his or her discretion, shall, in good faith, value the Assets, and shall apprise the Beneficiaries of such valuation. The valuation shall be used consistently by all parties (including the Debtors, the Trustee and the Beneficiaries) for all federal income tax purposes. The Trustee shall be under no obligation to hire an expert to make such a valuation. The Bankruptcy Court shall resolve any dispute regarding the valuation of the Assets.

ARTICLE IX

MAINTENANCE OF RECORDS

9.1 Books and Records. The Trustee shall maintain books and records containing a description of all property from time to time constituting the Assets and an accounting of all receipts and disbursements. Said books and records shall be open to inspection by any Beneficiary at any reasonable time during normal business hours and after reasonable advance notice. The Trustee shall furnish to any Beneficiary upon written request an annual statement of receipts and disbursements, including a summary of all income and expenses of the Trust.

ARTICLE X

DURATION OF TRUST

10.1 Duration. The Trust shall become effective upon the Effective Date of the Plan, and the Trust and its provisions herein shall remain and continue in full force and effect until the Trust is terminated.

10.2 Termination. The Trust shall terminate upon the occurrence of the earlier of (a) the final liquidation, administration, and Distribution of the Assets in accordance with this Agreement and the Plan and the full performance of all other duties and functions of the Trustee set forth in this Agreement, the Plan, and the Confirmation Order and (b) the fifth anniversary of

the Effective Date. Notwithstanding the foregoing, the duration of the Trust may be extended for multiple fixed terms upon motion of the Trustee if approved by the Bankruptcy Court for cause shown prior to the termination of the Trust. Any such motion shall be filed no earlier than six months prior to the expiration of the term of the Trust and each extended term. The aggregate of all such extensions shall not exceed three years, unless the Trustee receives a favorable ruling from the IRS that any further extension would not adversely affect the status of the Trust as a liquidating trust within the meaning of section 301.7701-4(d) of the Treasury Regulations for federal income tax purposes. After (i) the final Distributions pursuant to the Plan, (ii) the filing by or on behalf of the Trust of a certification of dissolution with the Bankruptcy Court and (iii) any other action deemed appropriate by the Trustee, the Trust shall be deemed dissolved for all purposes without the necessity for any other or further actions.

10.3 Continuance of Trust for Winding Up. After the termination of the Trust and for the purpose of liquidating and winding up the affairs of the Trust, the Trustee shall continue to act as such until the Trustee's duties have been fully performed, including, without limitation, such tasks as necessary to wind-up the affairs of the Trust. After the termination of the Trust, the Trustee shall retain for a period of six months the books, records, Beneficiary lists, and certificates and other documents and files which shall have been delivered to or created by the Trustee. At the Trustee's discretion, all of such records and documents may, but need not, be destroyed at any time after such six month period. Except as otherwise specifically provided herein, upon the discharge of all liabilities of the Trust and final Distributions pursuant to the Plan, the Trustee shall have no further duties or obligations hereunder. For the avoidance of doubt, the limitations on liability contained in Sections 6.3, 6.4, 6.5 and 6.6 hereof shall apply to any actions taken by the Trustee during the course of winding up the affairs of the Trust.

ARTICLE XI

MISCELLANEOUS

11.1 Jurisdiction. The Bankruptcy Court shall have exclusive jurisdiction over (a) the Trust and the Trustee with respect to the administration of and activities relating to the Trust, and (b) any issues or disputes arising out of this Agreement; *provided, however*, that notwithstanding the foregoing, the Trustee shall have the power and authority to bring any action in any court of competent jurisdiction to prosecute any Cause of Action assigned to the Trust.

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

If to the Trust/Trustee:

Shreffler Recovery Services, Inc.
1645 Hennepin Avenue, Suite 222
Minneapolis, MN 55403
Telephone: 866-486-5888
Facsimile: 612-486-5875
Attn.: Julie Moore, jmoore@shreflaw.com

With a copy to counsel to the Trust/Trustee:

Lowenstein Sandler LLC
65 Livingston Avenue,
Roseland, NJ 07068
Telephone: 973-597-2500
Facsimile: 973-597-6247
Attn.: Sharon L. Levine, Esq., slevine@lowenstein.com
Philip J. Gross, Esq., pgross@lowenstein.com

or to such other address as may from time to time be provided in a written notice by the Trustee.

11.3 Bond. Notwithstanding any state law to the contrary, the Trustee (including any successor) shall be exempt from giving any bond or other security in any jurisdiction, except as provided in the Plan or Section 4.11 hereof.

11.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflicts of law principles.

11.5 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

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

11.7 Plan and Confirmation Order. To the extent that the terms of this Agreement are inconsistent with the terms set forth in the Plan, then the terms of this Agreement shall govern and control. To the extent that the terms of this Agreement are inconsistent with the terms set forth in the Confirmation Order, then the terms of the Confirmation Order shall govern and control. Any immaterial effectuating provisions of the Plan or this Agreement may be interpreted by the Trustee in such a manner that is consistent with the overall purpose and intent of the Plan and this Agreement all without further Bankruptcy Court order.

11.8 Intention of Parties to Establish Grantor Trust. This Agreement is intended to create a grantor trust for United States federal income tax purposes and, to the extent provided by law, shall be governed and construed in all respects as such a grantor trust.

11.9 Amendment. This Agreement may only be amended with the consent of the Liquidating Trust Oversight Committee or by order of the Bankruptcy Court.

11.10 Consent. For purposes of this Agreement, “consent” of the Liquidating Trust Oversight Committee shall be deemed granted following reasonable notice provided by the Liquidating Trustee to the Liquidating Trust Oversight Committee of the matter for which such consent is required and no objection having been interposed by a majority of the Liquidating Trust Oversight Committee within a reasonable numbers of days (as determined in the reasonable discretion of the Trustee) from such notice.

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

IN WITNESS WHEREOF, the parties have executed this Agreement (or are deemed to have so executed this Agreement) as of the day and year written above.

Trustee: Universal Cooperatives, Inc.

By: _____

By: _____

Name:
Title:

Name:
Title:

Heritage Trading Company, LLC

By: _____

Name:
Title:

Bridon Cordage LLC

By: _____
Name:
Title:

Universal Crop Protection Alliance, LLC

By: _____
Name:
Title:

Agrilon International, LLC

By: _____
Name:
Title:

Pavalon, Inc.

By: _____
Name:
Title:

EXHIBIT 2

List of Assumed Executory Contracts and Unexpired Leases

<u>Counterparty Name</u>	<u>Description of Executory Contract or Unexpired Lease¹</u>	<u>Cure Amount</u>
GUARDIAN ALARMS	EQUIPMENT CONTRACT; SECURITY MONITORING SERVICES FOR NAPOLEON, OH FACILITY	\$0.00
NORTHWEST LANDSCAPING	SERVICES CONTRACT; LAWN CARE & SNOW REMOVAL SERVICES (MONTH-TO-MONTH)	\$0.00
COMPUTER INTEGRATION TECHNOLOGIES INC.	SUPPORT FOR EQUAL LOGIC SAN STORAGE – DELL PS4000E	\$0.00
COMPUTER INTEGRATION TECHNOLOGIES INC.	SUPPORT FOR VMWARE ESXI SERVERS – VMWARE ADVANCED KIT	\$0.00
COMPUTER INTEGRATION TECHNOLOGIES INC.	SUPPORT FOR VMWARE ESX SERVERS – VSPHERE VCENTER VIEW VSHIELD	\$0.00
COMPUTER INTEGRATION TECHNOLOGIES INC.	TRUE BUSINESS ID – 3 YR + 4 NAMES	\$0.00
INTEGRA TELECOM	SUPPORT SERVICES FOR MITEL PHONE SYSTEM – HARDWARE/SOFTWARE ASSURANCE	\$0.00
MERCURY TECHNOLOGY GROUP INC.	HOSTING SERVICES FOR BUSINESS APPLICATION SOFTWARE	\$0.00
MICROSOFT LICENSING GP	MICROSOFT LICENSING/ENTERPRISE AGREEMENT	\$0.00

¹ The Debtors are not acknowledging or admitting that any agreements referenced on this schedule are, in fact, executory contracts or unexpired leases within the meaning of section 365 of the Bankruptcy Code. The Debtors reserve the right to amend or supplement this schedule at any time prior to the effective date for the *Joint Administratively Consolidated Plans of Liquidation of the Debtors and the Official Committee of Unsecured Creditors*, filed on July 17, 2015.

<u>Counterparty Name</u>	<u>Description of Executory Contract or Unexpired Lease¹</u>	<u>Cure Amount</u>
VERIZON WIRELESS	EMPLOYEE CELL PHONE SERVICE	\$0.00
VERIZON WIRELESS	EMPLOYEE CELL PHONE SERVICE	\$0.00

EXHIBIT 3

Proposed Notice of Effective Date

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

	x	
	:	
<i>In re:</i>	:	Chapter 11
	:	
UNIVERSAL COOPERATIVES, INC., <i>et al.</i> ,	:	Case No. 14-11187 (MFW)
	:	
Debtors. ¹	:	Jointly Administered
	:	
	:	
	x	

**NOTICE OF EFFECTIVE DATE OF AMENDED JOINT ADMINISTRATIVELY CONSOLIDATED
PLANS OF LIQUIDATION OF THE DEBTORS AND THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE THAT:

1. **Confirmation Order.** On September 3, 2015, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an order [D.I. ____] (the “Confirmation Order”) confirming the *Amended Joint Administratively Consolidated Plans of Liquidation of the Debtors and the Official Committee of Unsecured Creditors Under Chapter 11 of the Bankruptcy Code* [D.I. 1110] (as amended, the “Plan”). Unless otherwise defined in this notice, capitalized terms used in this notice shall have the meanings ascribed to them in the Plan. The Effective Date of the Plan occurred on [____], 2015.

2. **Plan Injunction.** Except as otherwise provided in the Plan, all Persons that have held, hold, or may hold Claims against or Equity Interests in the Debtors or their Estates that arose prior to the Effective Date are permanently enjoined, solely with respect to any such Claims or Equity Interests, from: (a) commencing or continuing in any manner, directly or indirectly, any action or other proceeding of any kind against any property of the Debtors or their Estates that is transferred to the Liquidating Trust or any other Person pursuant to the Plan, the Liquidating Trust, or the Liquidating Trustee; (b) enforcing, attaching, collecting, or recovering, by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against any property of the Debtors or their Estates that is transferred to the Liquidating Trust or any other Person pursuant to the Plan, the Liquidating Trust, or the Liquidating Trustee; (c) creating, perfecting, or enforcing, in any manner, directly or indirectly, any Lien or encumbrance against any property of the Debtors or their Estates that is transferred to the Liquidating Trust or any other Person pursuant to the Plan, the Liquidating Trust, or the Liquidating Trustee; (d) except to the extent permitted by sections 362(b), 553, 559, 560, or 561 of the Bankruptcy Code, asserting any right of setoff, subrogation, or recoupment against the Debtors, their Estates, the Liquidating Trust, or the Liquidating Trustee; (e) pursuing any Claim or Cause of Action released pursuant to the Plan; or (f) taking any actions which interfere with the implementation or consummation of the Plan.

3. **Executory Contracts and Unexpired Leases Deemed Rejected.** As of the Effective Date, all of the Debtors’ executory contracts and unexpired leases are deemed rejected in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, except to the extent that (a) the Debtors previously have assumed, assumed and assigned, or rejected such executory contract or unexpired lease, (b) prior to the Effective Date, the Debtors have filed a motion to assume, assume and assign, or reject an

¹ The Debtors and the last four digits of their federal tax identification number are: Universal Cooperatives, Inc. (2405); Heritage Trading Company, LLC (0512); Bridon Cordage LLC (0985); Universal Crop Protection Alliance, LLC (1532); Agrilon International, LLC (7234); and Pavalon, Inc. (1433). The location of the corporate headquarters for each of the Debtors is P.O. Box 21327, Eagan, MN 55121.

executory contract or unexpired lease on which the Bankruptcy Court has not ruled, (c) an executory contract and unexpired lease is specifically identified in the Plan Supplement (as defined in the Plan) as an executory contract or unexpired lease to be assumed or assumed and assigned pursuant to the Plan, (d) executory contracts and unexpired leases under which the counterparty has consented to the extension of the time by which the Debtors must assume or reject to a date beyond the Effective Date, or (e) the executory contract or unexpired lease is assumed pursuant to the Plan Settlement. Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of all rejections of executory contracts and unexpired leases pursuant to Section 10.1 of the Plan and sections 365(a) and 1123 of the Bankruptcy Code.

4. **Cancellation of Equity Interests.** In accordance with Section 7.4 of the Plan, as of the Effective Date, all instruments evidencing or creating any indebtedness or obligation of the Debtors, except such instruments that are authorized or issued under this Plan, have been canceled and extinguished. Additionally, as of the Effective Date, all Equity Interests in all of the Debtors, and any and all warrants, options, rights, or interests with respect to such Equity Interests that have been issued, could be issued, or that have been authorized to be issued but that have not been issued, have been deemed cancelled and extinguished without any further action of any party; provided, however, that Universal shall issue one (1) share of common stock to the Liquidating Trust.
5. **Bar Date For Rejection Damages.** If the rejection by the Debtors of an executory contract or an unexpired lease pursuant to Section 10.1 of the Plan results in damages to the other party or parties to such executory contract or unexpired lease, a Claim for such damages arising from such rejection shall not be enforceable against the Debtors or their Estates or agents, successors, or assigns, unless a proof of Claim is filed with the Claims Agent at the following address:

Universal Cooperatives, Inc. Claims Processing Center
c/o Prime Clerk LLC
830 3rd Avenue, 9th Floor
New York, New York 10022

A proof of Claim will be deemed timely only if the original proof of Claim is mailed or delivered by hand, courier or overnight service so as to be **actually received** by the Claims Agent **on or before 4:00 p.m. (prevailing Eastern Time) on [thirty days following effective date]**. Proofs of Claim may not be sent by facsimile, telecopy, electronic mail or other form of electronic transmission. A claimant who wishes to receive acknowledgement of receipt of its proof of Claim may submit a copy of the Proof of Claim and a self-addressed, stamped envelope to the Claims Agent along with the original Proof of Claim.

If you file a proof of Claim, your proof of Claim must: (a) be written in the English language; (b) be denominated in lawful currency of the United States as of the Petition Date; (c) conform substantially to the enclosed proof of claim form or Official Bankruptcy Form No. 10 (“Official Form 10”);² (d) set forth with specificity the legal and factual basis for the alleged Claim; (e) include supporting documentation (or, if such documentation is voluminous, a summary of such documentation) or an explanation as to why such documentation is not available; and (f) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant.

Any Person that is required to file a proof of Claim arising from the rejection of an executory contract or unexpired lease under the Plan and that fails to timely do so shall be forever barred, estopped, and enjoined from asserting such Claim, and such Claim shall not be enforceable against the Liquidating Trust, the Liquidating Trustee, the Debtors, the Estates, and their respective properties, and the Liquidating Trust, the Liquidating Trustee, Debtors, the Estates, and their respective properties shall be forever discharged from any and all Liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the permanent injunction pursuant to Section 13.3 of the Plan and the Confirmation Order.

² Official Form 10 can be found at www.uscourts.gov/bkforms/index.html, the Official Website for the United States Bankruptcy Courts.

6. **Applications for Professional Fees.** All Persons seeking awards by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under section 330, 331, 503(b)(2), 503(b)(3), 503(b)(4) or 503(b)(5) of the Bankruptcy Code shall (a) file, on or before the date that is sixty (60) days after the Effective Date, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred and (b) be paid in full, in Cash, in such amounts as are Allowed by the Bankruptcy Court in accordance with the order relating to or allowing any such claim.
7. **Supplemental Administrative Expense Claims Bar Date.** Holders of Administrative Expense Claims (other than Professional Fees) accruing from May 1, 2015, through the Effective Date must file requests for payment of Administrative Expense Claims so as to be **actually received on or before 4:00 p.m. (prevailing Eastern Time) on [thirty days following Effective Date]** by the Claims Agent at the following address:

Universal Cooperatives, Inc. Claims Processing Center
c/o Prime Clerk LLC
830 3rd Avenue, 9th Floor
New York, New York 10022

All such requests for payment must: (i) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant; (ii) be written in the English language; (iii) denominate the claim in lawful currency of the United States as of the Supplemental Administrative Expense Bar Date; (iv) indicate the particular Debtor against which the claim is asserted; and (v) include supporting documentation (or, if such documentation is voluminous, include a summary of such documentation) or an explanation as to why such documentation is not available.

The following claims are not required to be filed on or before the Supplemental Administrative Expense Claims Bar Date:

- (a) Professional Fee Claims;
- (b) any Administrative Expense Claims that (i) have been previously paid by the Debtors in the ordinary course of business or otherwise or (ii) have otherwise been satisfied;
- (c) any Administrative Expense Claims previously filed with the Claims Agent or the Court;
- (d) any Administrative Expense Claim that has been Allowed by prior order of the Bankruptcy Court;
- (e) claims for bonus payments arising under the Key Employee Incentive Plan approved by order of the Bankruptcy Court [Docket No. 360];
- (f) any claims by any direct or indirect non-debtor subsidiary or affiliate of the Debtors;
- (g) any claims for fees payable to the Clerk of this Court; and
- (i) any U.S. Trustee Fees.

Any Person that is required to file a request for payment of an Administrative Expense Claim (other than Professional Fee Claims) under the Plan and fails to do so by the Supplemental Administrative Expense Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claim, and such Administrative Expense Claim shall not be enforceable against the Liquidating Trust, the Liquidating Trustee, the Debtors, the Estates, and their respective properties, and the Liquidating Trust, the Liquidating Trustee, the Debtors, the Estates, and their respective properties shall be forever discharged from any and all Liability with respect to such Administrative Expense Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Administrative Expense Claims shall, as of the Effective Date, be subject to the permanent injunction pursuant to Section 13.3 of the Plan and the Confirmation Order.

8. **Inquiries by Interested Parties.** For questions about the Plan, the Confirmation Order, this Notice, or the Effective Date, parties should contact the Debtors' Claims Agent, Prime Clerk LLC, at (212) 257-5450. The Plan, the Confirmation Order, and related documents may be examined free of charge at <http://cases.primeclerk.com/ucop>. The Plan and the Confirmation Order are also on file with the Court and may be viewed by accessing the Court's website at www.deb.uscourts.gov. To access documents on the Court's website, you will need a PACER password and login, which you can be obtained at www.pacer.psc.uscourts.gov. **PLEASE DO NOT CONTACT THE BANKRUPTCY COURT.**

Dated: _____, 2015
Wilmington, Delaware

/s/

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Counsel to the Official Committee of Unsecured Creditors

EXHIBIT 4

**Form of Request for Payment of Administrative Expense Claims
Arising Between May 1, 2015 and the Effective Date of Plan**

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

-----X
In re: : **Chapter 11**
: :
UNIVERSAL COOPERATIVES, INC., et al.,: : **Case No. 14-11187 (MFW)**
: :
Debtors.¹ : **Jointly Administered**
: :
: :
-----X

REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM

THIS FORM IS TO BE USED ONLY FOR CLAIMS ARISING DURING THE PERIOD FROM MAY 1, 2015 THROUGH [Insert Effective Date of Plan].

1. Name of claimant:
2. Name of Debtor claim asserted against:
3. Nature and description of the claim (you may attach a separate summary):
4. Date(s) claim arose:
5. Amount of claim:
6. Documentation supporting the claim must be attached hereto. Documentation should include both evidence of the nature of the administrative expense claim asserted as well as evidence of the date or dates on which the administrative expense claim arose.

Date: _____
Signature: _____
Name: _____
Address: _____

Phone Number: _____
Email: _____

¹ The Debtors and the last four digits of their federal tax identification number are: Universal Cooperatives, Inc. (2405); Heritage Trading Company, LLC (0512); Bridon Cordage LLC (0985); Universal Crop Protection Alliance, LLC (1532); Agrilon International, LLC (7234); and Pavalon, Inc. (1433). The location of the corporate headquarters for each of the Debtors is P.O. Box 21327, Eagan, MN 55121.