Docket #0804 Date Filed: 6/7/2017

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF PENNSYLVANIA

In re:	)	
	)	Chapter 11
GULF CHEMICAL & METALLURGICAL	)	
CORPORATION, a Texas corporation, *et al.*,[1]	)	Case No. 16-22192-JAD & 16-22195-JAD
	)	(Jointly Administered under
Debtors.	)	Case No. 16-22192-JAD)
	)	
	)	Docket No. __
	)	

DISCLOSURE STATEMENT WITH RESPECT TO THE PLAN OF LIQUIDATION FOR GCM LIQUIDATION CORPORATION (F/K/A GULF CHEMICAL & METALLURGICAL CORPORATION)

June 7, 2017

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: GCM Liquidation Corporation (f/k/a Gulf Chemical & Metallurgical Corporation), a Texas corporation (3600) and BMC Liquidation Company (f/k/a Bear Metallurgical Company), a Delaware corporation (1238).

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I. INTRODUCTION AND NARRATIVE DESCRIPTION OF THE PLAN

This disclosure statement (the "Disclosure Statement") is being submitted pursuant to section 1125 of the Bankruptcy Code, for use in the solicitation of votes on the Plan of Liquidation for GCM Liquidation Corporation (f/k/a Gulf Chemical & Metallurgical Corporation), dated June 7, 2017 (the "Plan"). The Plan is being proposed by GCM Liquidation Corporation (f/k/a Gulf Chemical & Metallurgical Corporation) ("GCM") and was filed with the United States Bankruptcy Court for the Western District of Pennsylvania (the "Bankruptcy Court"). A copy of the Plan is attached as Appendix A to this Disclosure Statement.

This Disclosure Statement sets forth certain information regarding GCM's prepetition operating and financial history, the need to seek chapter 11 protection, significant events that have occurred during the GCM Chapter 11 Case, and the anticipated process for liquidation of GCM's remaining Assets and distribution of GCM's Assets to GCM's creditors. This Disclosure Statement also describes terms and provisions of the Plan, including certain alternatives to the Plan, certain effects of confirmation of the Plan, certain risk factors associated with the Plan, and the manner in which distributions will be made under the Plan. In addition, this Disclosure Statement discusses the process for obtaining Bankruptcy Court approval of the Plan and the procedures that Holders of Claims who are entitled to vote on the Plan must follow for their votes to be counted.

Under the Plan, certain Cash generated during the GCM Chapter 11 Case and through the liquidation of any remaining Assets will be distributed to creditors in accordance with the priority scheme of the Bankruptcy Code (subject to the voluntary subordination of certain Claims) by the Liquidating Trustee (appointed pursuant to the Plan).

GCM RECOMMENDS ACCEPTANCE OF THE PLAN AND URGES PARTIES ENTITLED TO VOTE ON THE PLAN TO VOTE TO ACCEPT IT.

Except as otherwise provided herein, capitalized terms used but not otherwise defined in this Disclosure Statement have the meanings ascribed to them in the Plan. Unless otherwise noted herein, all dollar amounts provided in this Disclosure Statement and in the Plan are given in United States dollars.

A. General Structure of the Plan

The following overview is a general summary only, which is qualified in its entirety by, and should be read in conjunction with, the Plan itself and the more detailed discussions and information appearing elsewhere in this Disclosure Statement.

The Plan provides for GCM's Assets to be distributed to the Liquidating Trust and managed by the Liquidating Trustee, who will be appointed by GCM. The Liquidating Trustee will take actions to liquidate the remaining non-Cash Assets, including accounts receivable. The Liquidating Trustee will make distributions to creditors pursuant to the terms of the Plan. Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed DIP Claims, Allowed Other Secured Claims, Allowed CRP Administrative Claims, and Allowed Other Priority Claims will be paid in full. Holders of Allowed Comilog Secured Claims will receive distributions in accordance with the Committee Settlement Agreement, which requires the payment of 25% of

such distributions to the Creditor Recovery Pool subject to recoupment of such amounts distributed to the Creditor Recovery Pool to the extent assets are available. Holders of Allowed General Unsecured Claims will receive a Pro Rata portion of remaining Liquidating Trust Assets after the payment of the Claim Classes described above and the Liquidating Trust Expenses. Holders of Allowed Subordinated Claims will receive a Pro Rata share of the remaining Liquidating Trust Assets after the payment of all Allowed General Unsecured Claims. Holders of Allowed Super-Subordinated Claims will receive a Pro Rata share of the remaining Liquidating Trust Assets after the payment of all Allowed Subordinated Claims. On the Effective Date, all Interests will be deemed cancelled, null, and void, and Holders of Interests shall receive no distribution under the Plan.

B. Summary of Treatment of Claims and Interests under the Plan

1. Overview of Treatment

As contemplated by the Bankruptcy Code, Administrative Claims and Priority Tax Claims are not classified under the Plan. Administrative Claims and Priority Tax Claims will be paid in full on the later of the Effective Date of the Plan or when such Claims become Allowed.

GCM projects that it will have approximately $4.6 million in Cash as of August 22, 2017. GCM believes that this amount of Cash, along with collectible accounts receivable and the funds available in the Creditor Recovery Pool, will be sufficient to satisfy all Allowed Administrative Claims and Allowed Priority Tax Claims, if any, in addition to Allowed Class 2 Other Secured Claims, Allowed Class 4 CRP Administrative Claims, and Allowed Class 5 Other Priority Claims. Additionally, GCM projects to have sufficient Cash to pay the Allowed DIP Claim, pursuant to the terms of the Committee Settlement Agreement, to the extent such Allowed DIP Claim has not already been paid prior to the Confirmation Date. Finally, GCM anticipates having sufficient Cash to make distributions to Holders of Allowed Class 3 Comilog Secured Claims and Allowed Class 6 General Unsecured Claims.

The table below summarizes the classification and treatment of Claims and Interests under the Plan. For each Class of Claims and Interests, estimated percentage recoveries are also set forth below. Estimated percentage recoveries have been calculated based upon a number of assumptions, including the amount of Claims in a particular Class.

2. Classification and Treatment of Claims Against and Interests in GCM

Description and Amount of Claims or Interests	Summary of Treatment
Class 1 DIP Claims Class 1 consists of consists of the DIP Claim held by Comilog. Estimated Claims Pool: $0 Expected Recovery: 100%	**Class 1 is Unimpaired by the Plan.** Comilog, the sole Holder of a Class 1 DIP Claim, is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan. To the extent DIP Claims are outstanding as of the Confirmation Date, Comilog will receive, as soon as practicable after the Effective Date, in full satisfaction of its Allowed DIP Claim, Cash equal to the amount of such Allowed DIP Claim on the Effective Date; *provided*, *however*, that such distribution shall be made in accordance with the terms of the Committee Settlement Agreement as follows: GCM will pay directly to Comilog eighty percent (80%) of any distributions made on account of the Allowed DIP Claim and will deposit the remaining twenty percent (20%) of such distributions into the Creditor Recovery Pool (and such payment shall be a Comilog Secured Claim CRP Contribution).
Class 2 Other Secured Claims Class 2 consists of all Other Secured Claims. Estimated Claims Pool: $0 – $177,419 Expected Recovery: 100%	**Class 2 is Unimpaired by the Plan.** Each Holder of an Allowed Class 2 Other Secured Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan. Each Holder of an Allowed Class 2 Other Secured Claim will receive, at the option of GCM: (x) the net proceeds of the sale of the property securing such Allowed Other Secured Claim, up to the Allowed amount of such Allowed Other Secured Claim; or (y) the return of property securing such Allowed Other Secured Claim; or (z) Cash equal to the value of the property securing such Allowed Other Secured Claim, up to the value of the Allowed Other Secured Claim.

Class 3 Comilog Secured Claims Class 3 consists of the Comilog Secured Claim. Estimated Claims Pool: $3,350,000 – $3,450,000 Expected Recovery: 75% – 100%	**Class 3 is Impaired by the Plan.** Comilog, the sole Holder of a Class 3 Comilog Secured Claim, is entitled to vote to accept or reject the Plan. Comilog will receive, after the payment of all Allowed DIP Claims and Allowed Other Secured Claims (to the extent such Allowed Other Secured Claims are senior to the Comilog Secured Claims with respect to Comilog's collateral), and after reserving for the payment of all ordinary course Administrative Claims, Cash equal to an amount up to the value of the Allowed Comilog Secured Claim; *provided*, *however*, that such distribution shall be made in accordance with the terms of the Committee Settlement Agreement. Specifically, pursuant to the Committee Settlement Agreement, (i) until there are sufficient funds available in the Creditor Recovery Pool to pay all Allowed General Unsecured Claims in full, GCM will pay directly to Comilog seventy-five percent (75%) of any distributions made on account of the Allowed Comilog Secured Claim and will deposit the remaining twenty-five percent (25%) of such distributions into the Creditor Recovery Pool; and (ii) if there are sufficient funds available in the Creditor Recovery Pool to pay all Allowed General Unsecured Claims in full, GCM will pay directly to Comilog one hundred percent (100%) of all distributions made on account of the Allowed Comilog Secured Claim. In addition, to the extent there are Assets available after the payments described above, Comilog will receive, as soon as practicable after the Effective Date, reimbursement of any Comilog Secured Claim CRP Contribution.

Class 4 CRP Administrative Claims Class 4 consists of all CRP Administrative Claims. Estimated Claims Pool: [**TBD**] Expected Recovery: 100%	**Class 4 is Unimpaired by the Plan.** Each Holder of an Allowed Class 4 CRP Administrative Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan. Each Holder of an Allowed Class 4 CRP Administrative Claim will receive Cash equal to the amount of such Allowed CRP Administrative Claim on the later of the Effective Date or when such Claim becomes Allowed.
Class 5 Other Priority Claims Class 5 consists of all Claims, other than Administrative Claims, Priority Tax Claims, Professional Fee Claims, DIP Claims, Other Secured Claims, Comilog Secured Claim, or CRP Administrative Claim that are entitled to priority in payment pursuant to sections 507(a) and 507(b) of the Bankruptcy Code. Estimated Claims Pool: [**TBD**] Expected Recovery: 100%	**Class 5 is Unimpaired by the Plan.** Each Holder of an Allowed Class 5 Other Priority Claim is conclusively presumed to have accepted the Plan and is not entitled to vote to accept or reject the Plan. Each Holder of an Allowed Class 5 Other Priority Claim will receive Cash equal to the amount of such Allowed Other Priority Claim on the later of the Effective Date or when such Claim becomes Allowed.

Class 6 General Unsecured Claims Class 6 consists of any Claim that is not an Administrative Claim, Priority Tax Claim, Professional Fee Claim, DIP Claim, Other Secured Claim, Comilog Secured Claim, CRP Administrative Claim, Other Priority Claim, Subordinated Claim, or Super-Subordinated Claim. Estimated Claims Pool: [**TBD**] Expected Recovery: [**TBD**]	**Class 6 is Impaired by the Plan.** Each Holder of an Allowed Class 6 General Unsecured Claim is entitled to vote to accept or reject the Plan. On one or more Distribution Dates, each Holder of an Allowed Class 6 General Unsecured Claim shall receive a Pro Rata share of the remaining Creditor Recovery Pool Funds after the payment of the Liquidating Trust Expenses, all Allowed Professional Fee Claims, Allowed Administrative Claims (to the extent not previously paid, if any), Allowed Priority Tax Claims, Allowed CRP Administrative Claims, and Allowed Other Priority Claims. The obligations to Holders of Allowed General Unsecured Claims shall be governed by the Liquidating Trust Agreement.
Class 7 Subordinated Claims Class 5 consists of all Comilog Subordinated Claims, TCEQ Subordinated Claims, and Insider Claims. Estimated Claims Pool: $145,000,000 Expected Recovery: 0%	**Class 7 is Impaired by the Plan.** Each Holder of an Allowed Class 7 Subordinated Claim is entitled to vote to accept or reject the Plan. On one or more Distribution Dates, each Holder of an Allowed Class 7 Subordinated Claim shall receive a Pro Rata share of the remaining Creditor Recovery Pool Funds after the payment of all Allowed General Unsecured Claims. The obligations to Holders of Allowed Subordinated Claims shall be governed by the Liquidating Trust Agreement.

Class 8 Super-Subordinated Claims Class 8 consists of all "additional claims" held by TCEQ, and that are described more fully in Paragraph 11 of the TCEQ Settlement Agreement (other than ordinary course fees set forth in section 11.b.i of such agreement). Estimated Claims Pool: $0 Expected Recovery: 0%	**Class 8 is Impaired by the Plan.** Each Holder of an Allowed Class 8 Super-Subordinated Claim is entitled to vote to accept or reject the Plan. On one or more Distribution Dates, each Holder of an Allowed Class 8 Super-Subordinated Claim shall receive a Pro Rata share of the remaining Creditor Recovery Pool Funds after the payment of all Allowed Subordinated Claims. The obligations to Holders of Allowed Super-Subordinated Claims shall be governed by the Liquidating Trust Agreement.
Class 9 Interests Class 9 consists of all Interests in GCM. Expected Recovery: 0%	**Class 9 is Impaired by the Plan.** Each Holder of a Class 9 Interest is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. On the Effective Date, all Interests will be deemed cancelled, null, and void.

II. DISCLAIMER

On July [●], 2017, after notice and a hearing, the Bankruptcy Court entered an order approving this Disclosure Statement (the "Disclosure Statement Order") as containing adequate information of a kind and in sufficient detail to enable a hypothetical, reasonable investor typical of GCM's creditors and Interest Holders to make an informed judgment whether to accept or reject the Plan. APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT, HOWEVER, CONSTITUTE A DETERMINATION BY THE BANKRUPTCY COURT AS TO THE FAIRNESS OR MERITS OF THE PLAN. GCM BELIEVES THAT IT HAS PREPARED THIS DISCLOSURE STATEMENT IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE AND RULE 3016 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE.

The Disclosure Statement Order sets forth deadlines for voting to accept or reject the Plan and procedures to be followed to object to confirmation of the Plan. A Ballot for the acceptance or rejection of the Plan is enclosed with each Disclosure Statement submitted to a Holder of a Claim that is entitled to vote to accept or reject the Plan. The Ballot includes certain instructions for voting and the record date for voting purposes. **THE BANKRUPTCY COURT HAS SCHEDULED A HEARING ON [●], 2017, AT [●] (PREVAILING EASTERN TIME) TO CONSIDER WHETHER TO CONFIRM THE PLAN.**

This Disclosure Statement describes certain aspects of the Plan, GCM's operations, the proposed formation of a liquidating trust, and other related matters. FOR A COMPLETE UNDERSTANDING OF THE PLAN, YOU SHOULD READ THIS DISCLOSURE STATEMENT, THE PLAN, AND ANY EXHIBITS, APPENDICES, AND SCHEDULES THERETO IN THEIR ENTIRETY. IF ANY INCONSISTENCY EXISTS BETWEEN THE PLAN AND THIS DISCLOSURE STATEMENT, THE TERMS OF THE PLAN ARE CONTROLLING.

This Disclosure Statement does not constitute an offer to exchange or sell, or the solicitation of an offer to exchange or buy, any securities that may be deemed to be offered hereby with respect to any creditor that is not an "accredited investor" as defined in Regulation D under the Securities Act.

NO PERSON IS AUTHORIZED BY GCM, IN CONNECTION WITH THE PLAN OR THE SOLICITATION OF ACCEPTANCES OF THE PLAN, TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION REGARDING THIS DISCLOSURE STATEMENT OR THE PLAN OTHER THAN AS CONTAINED IN THIS DISCLOSURE STATEMENT AND ANY EXHIBITS, APPENDICES, AND/OR SCHEDULES ATTACHED HERETO OR INCORPORATED BY REFERENCE OR REFERRED TO HEREIN, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MAY NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY GCM.

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. ANY CREDITOR OR INTEREST HOLDER DESIRING ANY SUCH ADVICE OR ANY OTHER ADVICE SHOULD CONSULT WITH ITS OWN ADVISORS.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE AS OF THE DATE HEREOF UNLESS ANOTHER TIME IS SPECIFIED HEREIN, AND THE DELIVERY OF THIS DISCLOSURE STATEMENT WILL NOT CREATE AN IMPLICATION THAT THERE HAS NOT BEEN ANY CHANGE IN THE INFORMATION STATED SINCE THE DATE HEREOF.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, INCLUDING THE INFORMATION REGARDING THE HISTORY, BUSINESS, AND OPERATIONS OF GCM IS INCLUDED FOR PURPOSES OF SOLICITING ACCEPTANCES OF THE PLAN BUT, AS TO CONTESTED MATTERS AND ADVERSARY PROCEEDINGS, IS NOT TO BE CONSTRUED AS AN ADMISSION OR A STIPULATION BUT RATHER AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS.

THIS DISCLOSURE STATEMENT MAY NOT BE RELIED ON FOR ANY PURPOSE OTHER THAN TO DETERMINE WHETHER TO VOTE TO ACCEPT OR TO REJECT THE PLAN, AND NOTHING STATED HEREIN WILL CONSTITUTE AN ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY, OR BE ADMISSIBLE IN ANY PROCEEDING INVOLVING GCM OR ANY OTHER PARTY, OR BE DEEMED A REPRESENTATION OF THE TAX OR OTHER LEGAL EFFECTS OF THE PLAN ON GCM OR HOLDERS OF CLAIMS OR INTERESTS. CERTAIN OF THE STATEMENTS

CONTAINED IN THIS DISCLOSURE STATEMENT, BY NATURE, ARE FORWARD LOOKING AND CONTAIN ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES. ALL HOLDERS OF CLAIMS SHOULD CAREFULLY READ AND CONSIDER THIS DISCLOSURE STATEMENT AND THE PLAN IN THEIR ENTIRETY, INCLUDING ARTICLE VII, "RISK FACTORS TO BE CONSIDERED," OF THIS DISCLOSURE STATEMENT, BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

III. HISTORY AND STRUCTURE OF GCM AND OVERVIEW OF THE PLAN

A. Historical Overview

Based in Freeport, Texas, GCM was one of the world's largest and most experienced recyclers of spent petroleum catalysts. Spent catalysts contain valuable metals, and GCM's recycling process extracted those metals from the spent catalyst. The primary metal byproducts of the recycling process were molybdenum and vanadium, but nickel, cobalt, and alumina products were also produced. GCM used a pyrometallurgical process to produce metallic alloys of nickel and cobalt as well as alumina products. GCM also used a hydrometallurgical process to produce pure oxides of molybdenum and vanadium. Molybdenum oxides were primarily sold to catalyst producers, while vanadium oxides were primarily converted into ferrovanadium by GCM's wholly-owned subsidiary, BMC Liquidation Company (f/k/a Bear Metallurgical Company) ("BMC," and together with GCM, the "Debtors").

GCM monetized its products and services in two ways. The primary source of income came from the refineries themselves, who paid GCM a treatment fee to take the spent catalyst. In turn, GCM shared the value of the recovered metals with the refinery supplier. In addition, GCM also sold its metal products on the open market. The primary drivers of GCM's profitability were the market prices of molybdenum and vanadium, which both dictated the price at which GCM's products were sold and affected the value proposition of refineries in determining whether to recycle or landfill spent catalyst.

As of the Petition Date, GCM employed approximately 81 people.

B. Organizational Structure

GCM is a Texas corporation and is indirectly owned by non-debtor Eramet, a mining and metallurgical company headquartered in France. GCM operates within Eramet's manganese group of companies. GCM and BMC were distinct businesses, with separate employees, creditors, and processes; however, the Debtors did business with each other prior to the sale of BMC's Assets and in some respects, shared certain services, systems, and resources with each other, and worked with each other and the other entities in the manganese group. As of the Petition Date, BMC was one of GCM's largest customers.

C. Events Leading to Chapter 11

The Debtors faced a number of challenges in the years prior to the Petition Date. Most importantly, the market prices of molybdenum and vanadium steadily declined. Molybdenum, which traded at more than $15 per pound at the start of 2011, dropped below $5 per pound in 2015 and was trading at approximately $7 per pound as of the Petition Date. The price of ferrovanadium dropped from $15 per pound in 2011 to less than $6 per pound in 2015. Nickel prices also markedly declined. As a result, GCM had been unprofitable for several years prior to the Petition Date. As referenced above, the pricing of metals also changes the value proposition for refineries when determining whether to recycle or landfill spent catalyst, which affected volumes at GCM.

In addition to the fundamental macroeconomic problem of metals pricing, GCM faced environmental challenges that contributed to its deteriorating financial condition. The combination of metals pricing and environmental costs made it impossible for GCM to remain profitable.

GCM's parent, Comilog Holding ("Comilog"), which had made unsecured loans to GCM in the aggregate of approximately $132 million as of the Petition Date, made it clear to GCM that it could not continue indefinitely to loan money to an unprofitable company. In late 2015 and early 2016, Rothschild Global Financial Advisory ("Rothschild") was retained to explore transactions for the sale of the Debtors' businesses. Rothschild and the Debtors engaged in a thorough prepetition marketing process. Informed by that process, the Debtors determined that it was in the best interests of the Debtors and their estates and creditors to sell their assets through a chapter 11 process.

IV. THE ACTIVITIES IN THE GCM CHAPTER 11 CASE

A. The Chapter 11 Cases

On June 14, 2016, the Debtors filed voluntary petitions for relief under the Bankruptcy Code in the Bankruptcy Court. At that time, all actions and proceedings against the Debtors and all acts to obtain property from the Debtors were stayed pursuant to section 362 of the Bankruptcy Code. The Debtors have continued to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors' Chapter 11 Cases are being jointly administered in the Bankruptcy Court.

As part of their bankruptcy cases, the Debtors sought and received various forms of relief from the Bankruptcy Court. A summary of such relief sought and granted, along with other material activities in the Debtor's Chapter 11 Cases, is set forth below.

1. First Day and Similar Relief

On the Petition Date, the Debtors filed "first day" motions with the Bankruptcy Court seeking certain relief to continue uninterrupted operations. The requested relief included, among other things, authority to obtain a debtor in possession loan from Comilog, authority to continue paying wages and ordinary course employee benefits (including prepetition amounts), and authority to continue to use the Debtors' bank accounts and centralized cash management

system. This relief was granted, although authority to obtain a debtor in possession loan on a final basis was deferred to a later hearing, as is typical. On September 13, 2016, the Bankruptcy Court entered an order authorizing the Debtors to obtain a debtor in possession loan on a final basis. Shortly after the filing of the Chapter 11 Cases, the Debtors also requested authority to provide adequate assurance of performance to utilities and to pay interim compensation to professionals. This relief was also granted.

2. The Debtors' Professional Advisors

The Debtors have been advised by: McDonald Hopkins LLC and Cohen & Grigsby, P.C., as legal counsel; and Stoneleigh Group Holdings, LLC, as financial advisor. Rothschild & Cie, acted as the Debtors' as investment banker until October 31, 2016.

3. Appointment of the Committee

The Office of the United States Trustee appointed a three-member Committee on June 30, 2016. The members of the Committee are: United Metallurgical Inc., GDF Suez Energy Resources NA, Inc., and Formosa Plastics Corp. The Committee has been advised by: Lowenstein Sandler LLP and Fox Rothschild LLP, as legal counsel; and Province, Inc., as financial advisor.

4. Debtor in Possession Financing

As described above, the Debtors received Bankruptcy Court approval to obtain a debtor in possession loan from Comilog. During the GCM Chapter 11 Case, Comilog made an aggregate of $6,000,000 in debtor in possession loans to GCM and $300,000 in debtor in possession loans to BMC. It is anticipated that all DIP Claims will have been paid prior to the Confirmation Date.

5. Bar Dates

The Bankruptcy Court established December 12, 2016, as the deadline for persons, including governmental units, to file proofs of Claim. Except as otherwise provided in the Plan or an order of the Bankruptcy Court, Holders of Administrative Claims that first arose or accrued after the Petition Date, must File a request for payment of an Administrative Claim within thirty (30) days after the Effective Date.

6. Exclusivity

On January 4, 2017, the Bankruptcy Court entered an order (i) extending GCM's exclusive period to file a chapter 11 plan to June 30, 2017, and (ii) extending GCM's exclusive period to solicit acceptances for such plan(s) to August 29, 2017. As evidenced by this Disclosure Statement and the Plan, GCM filed its Plan prior to the termination of the exclusivity period.

7. The Committee Settlement Agreement

On August 29, 2016, the Debtors, the Committee, and Comilog entered into the Committee Settlement Agreement. The Committee Settlement Agreement resolved many of the issues in dispute among the parties relating to the Debtors' request for the use of postpetition debtor in possession financing (the "DIP Financing") and other issues related to the Claims of the Debtors' parent company and allowed the Debtors and the Committee to continue to focus their time and efforts on the Debtors' sale processes. Among other aspects of the Committee Settlement Agreement, the parties agreed to: (a) the entry of a final order approving the DIP Financing and corresponding budget; (b) the establishment of a pool of assets available to pay non-insider holders of allowed Claims; (c) the subordination of Comilog's unsecured Claims to other unsecured Claims against the Debtors; (d) a release of claims and causes of action against Comilog and its affiliates and their officers and directors; and (e) the waiver of claims and causes of action arising under chapter 5 of the Bankruptcy Code against non-insiders and Comilog and its affiliates. Following a hearing on notice to all parties in interest, no objections were filed in connection with the approval of the Committee Settlement Agreement. On September 13, 2016, the Bankruptcy Court entered an order approving the Committee Settlement Agreement, which became a Final Order on October 5, 2016.

8. The TCEQ Settlement Agreement

During the Chapter 11 Cases, on August 8, 2016, GCM, TCEQ, and Comilog entered into the TCEQ Settlement Agreement. The TCEQ Settlement Agreement resolved many of the issues relating to TCEQ's allegations regarding environmental issues at GCM's facility in Freeport, Texas. The resolution of these issues enabled GCM to focus its energy on the sale process for its assets. Among other aspects of the TCEQ Settlement Agreement, the parties agreed that: (a) TCEQ would be granted a substantial unsecured Claim that would be subordinated to the Claims of GCM's other non-insider unsecured creditors' Claims and treated as economically pari passu with Comilog's unsecured Claim; (b) TCEQ would not challenge the venue of the GCM Chapter 11 Case; (c) certain TCEQ litigation against GCM would be stayed and contingently resolved; and (d) TCEQ would release its claims and causes of action against Comilog, Comilog's affiliates (excluding GCM), and GCM's current officers and directors. Following a hearing on notice to all parties in interest, no objections were filed in connection with the approval of the TCEQ Settlement Agreement. On August 17, 2016, the Bankruptcy Court entered an order approving the TCEQ Settlement Agreement, which became a Final Order on or about October 5, 2016.

9. Sale Procedures and BMC Sale

The Debtors entered chapter 11 with a plan to sell substantially all of their assets as a going concern. During the Chapter 11 Cases, the Bankruptcy Court authorized the Debtors to: (a) establish a timeline and procedures for the sale of substantially all of the Debtors' assets; (b) provide bidding protections for a "stalking horse" buyer for BMC's assets; and (c) after an opportunity for bids to be submitted and an auction, to sell their assets.

Accordingly, the Debtors, together with their advisors, marketed the Debtors' assets to obtain the highest and best purchase price with the marketing process making clear that parties could express interest in the assets of either Debtor separately or both Debtors together. On September 8, 2016, the Debtors conducted an auction. At the auction, after consultation with the Committee and Comilog, BMC concluded that Yilmaden Holding Inc. (n/k/a Evergreen Metallurgical, LLC) had made the highest and best bid to purchase substantially all of BMC's assets, with a purchase price of $7,925,000 and the assumption of certain liabilities. However, no party made a qualifying bid for GCM's assets. On September 13, 2016, the Bankruptcy Court entered an order approving the BMC sale, which closed on October 4, 2016.

10. BMC Plan

On December 13, 2016, the Bankruptcy Court entered an order, Docket No. 573, confirming the Plan of Liquidation for BMC Liquidation Company (f/k/a Bear Metallurgical Company), Docket No. 434 (as may have been modified, the "BMC Plan"). The BMC Plan went effective on December 22, 2016. The BMC Plan provided for the liquidation of BMC's remaining assets and the distribution of the proceeds of the liquidation to BMC's creditors. BMC's creditors were paid in full and the remaining assets were distributed to GCM, BMC's sole equity holder. BMC is no longer operating and is in the process of winding down the BMC Chapter 11 Case.

11. Overview of the Sale of Substantially all of GCM's Assets

As referenced above, GCM did not receive any viable offers for its Assets through the first ten months of the GCM Chapter 11 Case. Accordingly, after the BMC Plan was consummated, GCM began to wind down its operations, while continuing to market its assets for sale. On March 28 and 29, 2017, GCM filed a motion and a supplement to the motion, therein requesting Bankruptcy Court approval of the sale of substantially all of GCM's assets to Gladieux Metals Recycling, LLC (f/k/a Gladieux Chemicals & Metallurgical Company, LLC) ("GMR"). On April 11, 2017, after notice and a hearing, the Bankruptcy Court approved the sale to GMR, which sale closed on May 10, 2017.

V. VOTING INSTRUCTIONS AND PROCEDURES AND CONFIRMATION HEARING

GCM BELIEVES THAT THE PLAN PROVIDES THE BEST RECOVERIES POSSIBLE FOR HOLDERS OF CLAIMS AND THUS STRONGLY RECOMMENDS THAT THE HOLDER OF CLAIMS VOTE TO ACCEPT THE PLAN.

A. Notice to Holders of Claims

This Disclosure Statement will be transmitted to Holders of Claims entitled to vote on the Plan. Pursuant to section 1126(f) of the Bankruptcy Code, Holders of Claims in Classes 2, 4, and 5, who are unimpaired under the Plan, are conclusively deemed to have accepted the Plan and are not entitled to vote on the Plan. Pursuant to section 1126(g) of the Bankruptcy Code, Holders of Interests in Class 9, who will receive no distribution on account of their Interests under the Plan, are conclusively deemed to have rejected the Plan and are not entitled to vote on the Plan. Holders of Claims in Classes 1, 3, 6, 7, and 8 are impaired and will be the only Holders

of Claims or Interests that will vote on the Plan. The purpose of this Disclosure Statement is to provide adequate information to enable such Claim Holders to make a reasonably informed decision with respect to the Plan prior to exercising their right to vote to accept or reject the Plan.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ARE ENCOURAGED TO READ THIS DISCLOSURE STATEMENT AND ITS APPENDICES CAREFULLY AND IN THEIR ENTIRETY BEFORE DECIDING TO VOTE EITHER TO ACCEPT OR TO REJECT THE PLAN. This Disclosure Statement contains important information about the Plan and considerations pertinent to acceptance or rejection of the Plan.

THIS DISCLOSURE STATEMENT IS THE ONLY DOCUMENT TO BE USED IN CONNECTION WITH THE SOLICITATION OF VOTES ON THE PLAN. No solicitation of votes may be made except after distribution of this Disclosure Statement, and no person has been authorized to distribute any information concerning GCM other than the information contained herein.

CERTAIN OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS BY ITS NATURE FORWARD LOOKING AND CONTAINS ESTIMATES AND ASSUMPTIONS THAT MAY BE MATERIALLY DIFFERENT FROM ACTUAL, FUTURE RESULTS. This Disclosure Statement does not reflect any events that may occur subsequent to the date hereof and that may have a material impact on the information contained in this Disclosure Statement. GCM does not intend to update the estimated recoveries on Allowed Claims set forth in this Disclosure Statement; thus, they will not reflect the impact of any subsequent events not already accounted for in the assumptions underlying the estimates. Further, GCM does not anticipate that any amendments or supplements to this Disclosure Statement will be distributed to reflect such occurrences. Accordingly, the delivery of this Disclosure Statement will not under any circumstance imply that the information herein is correct or complete as of any time subsequent to the date hereof.

B. Solicitation Package

In soliciting votes for the Plan, GCM will send a copy of the Plan, this Disclosure Statement, and a Ballot to all Holders of Claims entitled to vote to accept or to reject the Plan.

C. Voting Procedures and Ballots and Voting Deadline

After carefully reviewing the Plan, this Disclosure Statement, and the detailed instructions accompanying your Ballot, please indicate your acceptance or rejection of the Plan by voting in favor of or against the Plan on the enclosed Ballot. Please complete and sign your original Ballot and return it in the envelope provided to the Claims and Noticing Agent. **THE VOTING DEADLINE IS [●], AT [●] (PREVAILING PACIFIC TIME).**

IN ORDER FOR YOUR VOTE TO BE COUNTED, YOUR BALLOT MUST BE PROPERLY COMPLETED AS SET FORTH ABOVE AND IN ACCORDANCE WITH THE VOTING INSTRUCTIONS ON THE BALLOT AND RECEIVED NO LATER THAN THE VOTING DEADLINE AT THE ADDRESS ABOVE.

If you have any questions about (i) the procedure for voting your Claim or with respect to the packet of materials that you have received or (ii) or if you wish to obtain an additional copy of the Plan, this Disclosure Statement, or any appendices or exhibits to such documents, please contact:

GCM Liquidation Company Ballot Processing Center
c/o Kurtzman Carson Consultants
2335 Alaska Ave.
El Segundo, CA 90245

D. Confirmation Hearing and Deadline for Objections to Confirmation

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after notice, to hold a Confirmation Hearing. Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation of the Plan.

The Court has scheduled a Confirmation Hearing for [●]**, 2017, at** [●] **(prevailing Eastern time)**. Notice of the Confirmation Hearing will be provided to Holders of Claims and Interests or their representatives (the "Confirmation Notice") as set forth in the Disclosure Statement Order. Objections to Confirmation must be Filed with the Bankruptcy Court by [●]**, 2017**, and are governed by Bankruptcy Rules 3020(b) and 9014 and the local rules of the Bankruptcy Court. UNLESS AN OBJECTION TO CONFIRMATION IS TIMELY SERVED AND FILED, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

VI. SUMMARY OF THE PLAN OF LIQUIDATION

The primary objective of the Plan is to maximize recovery to creditors by efficiently liquidating GCM's remaining Assets and distributing the proceeds to Holders of Allowed Claims.

This Disclosure Statement includes summaries of the material provisions contained in the Plan and in documents referred to therein. The statements contained in this Disclosure Statement do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred to therein, and reference is made to the Plan and to such documents for the full and complete statements of such terms and provisions.

The Plan itself and the documents referred to therein control the actual treatment of Claims against and Interests in GCM under the Plan and will, upon the Effective Date, be binding upon all Holders of Claims and Interests, GCM's Estate, and other parties in interest. In the event of any conflict between this Disclosure Statement, on the one hand, and the Plan or any other operative document, on the other hand, the terms of the Plan or such other operative document are controlling.

A. Overview of Chapter 11

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. Under chapter 11 of the Bankruptcy Code, a debtor is authorized to reorganize its business for the benefit of itself, its creditors and interest holders. Controlled and planned liquidations are

also possible under chapter 11. A primary goal of chapter 11, whether in reorganization or liquidation, is to promote equality of treatment for similarly situated creditors and similarly situated interest holders with respect to the distribution of a debtor's assets.

The commencement of a chapter 11 case creates an estate that is comprised of all of the legal and equitable interests of the debtor as of the filing date. The Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a "debtor in possession."

The consummation of a plan is the principal objective of a chapter 11 case. A plan sets forth the means for satisfying Claims against and interests in a debtor. Confirmation of a plan by a bankruptcy court makes the plan binding upon the debtor, any issuer of securities under the plan, any person or entity acquiring property under the plan, and any creditor of or equity security holder in the debtor, whether or not such creditor or equity security holder (i) is impaired under or has accepted the plan or (ii) receives or retains any property under the plan.

B. Overview of the Plan

GCM believes that the Plan provides the best and most prompt possible recovery to Holders of Claims against GCM. The Plan is divided into ten Articles. It is important that Holders of Claims review not only the Plan, but also the Plan's Exhibits, in their entirety.

1. Defined Terms and Rules of Interpretation

Article I and Exhibit A of the Plan define various terms used in the Plan, and Article I also provides rules for interpretation of the Plan and computation of time, and makes clear that any exhibits, schedules, and/or supplements are incorporated into and a part of the Plan.

2. Classification of Claims and Interests and Treatment of Claims and Interests

Article II of the Plan classifies Claims against and Interests in GCM. Administrative Claims and Priority Tax Claims are unclassified. There are four unimpaired Classes of Claims that are deemed to have accepted the Plan: Class 1 – DIP Claims, Class 2 – Other Secured Claims, Class 4 – CRP Administrative Claims, and Class 5 – Other Priority Claims. There are five Impaired Classes of Claims which are entitled to vote on the Plan: Class 3 – Comilog Secured Claims, Class 6 – General Unsecured Claims, Class 7 – Subordinated Claims, and Class 8 – Super Subordinated Claims. Finally, there is one Class of Interests, Class 9, which is deemed to reject the Plan and therefore not entitled to vote on the Plan.

Article II of the Plan also describes the treatment of Claims and Interests under the Plan. That treatment is described in detail in Section I-B(2) of this Disclosure Statement. In general, however, Holders of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed CRP Administrative Claims, and Allowed Other Priority Claims will be paid in full on the later of: (i) the Effective Date; and (ii) the date when such Claim becomes an Allowed Claim. Allowed Other Secured Claims, if any, will be paid in full, receive their collateral, or receive the full proceeds of the sale of their collateral. Holders of Allowed General Unsecured Claims will receive a Pro Rata share of remaining Liquidating Trust Assets after payment of Liquidating

Trust Expenses and the Claims described above. Holders of Allowed Subordinated Claims will receive a Pro Rata share of remaining Liquidating Trust Assets after payment of all Allowed General Unsecured Claims, and Holders of Allowed Super-Subordinated Claims will receive a Pro Rata share of remaining Liquidating Trust Assets after payment of all Allowed Subordinated Claims.

3. Acceptance or Rejection of the Plan

Article III of the Plan describes the voting requirements for acceptance of the Plan and states that only Holders of Allowed Claims in Classes 1, 3, 6, 7, and 8 are entitled to vote on the Plan.

4. Means for Implementation of the Plan

Article IV of the Plan describes the means for implementation of the Plan. That Article includes discussion of, among other things:

a. Wind Down of GCM and Division of Assets

On the Effective Date, the Liquidating Trust Assets will be delivered to and vest in the Liquidating Trust and will be managed by the Liquidating Trustee. The Liquidating Trustee shall take all necessary steps to effect the orderly wind down and dissolution of GCM.

b. The Liquidating Trust

On or prior to the Effective Date, the Liquidating Trust shall be established pursuant to the Liquidating Trust Agreement for the purpose of liquidating the Estate and distributing the proceeds thereof to creditors. The Liquidating Trust (and the Liquidating Trustee) shall be empowered to: (a) effect all actions and execute all agreements, instruments and other documents necessary to implement the Liquidating Trust provisions of the Plan; (b) accept, preserve, receive, collect, manage, invest, supervise, prosecute, settle, and protect the Liquidating Trust Assets (directly or through its professionals, in accordance with the Plan); (c) sell, liquidate, transfer, distribute, abandon, or otherwise dispose of the Liquidating Trust Assets (directly or through its professionals) or any part thereof or any interest in the Plan upon such terms as the Liquidating Trustee determines to be necessary, appropriate, or desirable; (d) calculate and make distributions to Holders of Allowed Claims; (e) comply with the Plan and exercise the Liquidating Trustee's rights and fulfill his or her obligations thereunder; (f) review, reconcile, or object to Claims and resolve such objections as set forth in the Plan; (g) pursue Causes of Action transferred to the Liquidating Trust; (h) retain and compensate professionals to represent the Liquidating Trustee without further authority from the Bankruptcy Court; (i) establish and maintain a Disputed Claims Reserve; (j) file appropriate Tax returns and other reports on behalf of the Liquidating Trust and pay Taxes or other obligations owed by the Liquidating Trust; (k) exercise such other powers as may be vested in the Liquidating Trustee under the Liquidating Trust Agreement or the Plan, or as deemed by the Liquidating Trustee to be necessary and proper to implement the provisions of the Plan and the Liquidating Trust Agreement; (l) object to the amount of any Claim on the Schedules if the Liquidating Trustee determines in good faith that the Claim is invalid or has previously been paid or satisfied; (m) pay any and all residual

statutory fees of GCM as provided in the Plan; and (n) dissolve the Liquidating Trust in accordance with the terms of the Liquidating Trust Agreement. The Liquidating Trust's primary purpose is liquidating the Liquidating Trust Assets transferred to it by GCM and making distributions from the Liquidating Trust to Holders of Allowed Claims.

On the Effective Date, the Liquidating Trust Assets, including the Cash in the Creditor Recovery Pool, shall be deemed transferred to the Liquidating Trust and the Liquidating Trustee shall thereafter make a good faith determination of the fair market value of the Liquidating Trust Assets. The Liquidating Trust Assets will be transferred to, vest in, and be preserved for the Liquidating Trust on the Effective Date, free and clear of all liens, Claims, and other encumbrances. GCM will take such action as requested by the Liquidating Trustee to effectuate the transfer of the Liquidating Trust Assets.

The initial Liquidating Trustee shall be selected by GCM. The powers, rights, and responsibilities of the Liquidating Trustee shall be specified in the Liquidating Trust Agreement and shall include the authority and responsibility to fulfill the rights and obligations identified in the Plan. For the avoidance of doubt, the Liquidating Trustee shall have exclusive standing to pursue all Causes of Action. Other rights and duties of the Liquidating Trustee and the beneficiaries of the Liquidating Trust shall be as set forth in the Liquidating Trust Agreement.

The Liquidating Trustee, on behalf of the Liquidating Trust, shall File with the Bankruptcy Court (and provide to any other party entitled to receive any such report pursuant to the Liquidating Trust Agreement), as soon as practicable after June 30 and December 31 of each calendar year, a semi-annual report regarding the administration of property subject to its ownership and control pursuant to the Plan, distributions made by it, and other matters relating to the implementation of the Plan.

Except as otherwise ordered by the Bankruptcy Court, the Liquidating Trust Expenses (including the reasonable and necessary fees and expenses of any professionals assisting the Liquidating Trustee in carrying out its duties under the Plan) will be funded by the Liquidating Trust Assets in accordance with the Liquidating Trust Agreement without further order from the Bankruptcy Court.

The Liquidating Trust Agreement may include reasonable and customary indemnification provisions for the benefit of the Liquidating Trustee and/or other parties. Any such indemnification shall be the sole responsibility of the Liquidating Trust and payable solely from the Liquidating Trust Assets.

Subject to the provisions of the Liquidating Trust Agreement, the Liquidating Trustee may, without further order of the Bankruptcy Court, conduct any sales or liquidations of non-Cash Liquidating Trust Assets from the Liquidating Trust on any terms he or she deems reasonable.

Subject to the provisions of the Liquidating Trust Agreement, the Liquidating Trustee may settle, compromise, abandon, or withdraw any Cause of Action on any grounds or terms he or she deems reasonable, without further order of the Bankruptcy Court.

On the Effective Date, GCM will transfer to the Liquidating Trustee, and the Liquidating Trustee will have the standing to pursue, as the representative of the Estate under section 1123(b) of the Bankruptcy Code, all Causes of Action, and the Liquidating Trustee may enforce any Causes of Action that GCM or the Estate may hold against any entity to the extent not expressly released under the Plan, the Committee Settlement Agreement, the TCEQ Settlement Agreement, or by any Final Order of the Bankruptcy Court.

c. Restructuring Transactions

GCM and the Liquidating Trustee are authorized to execute, deliver, file, or record such contracts, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan.

d. Transition Services Agreements

Unless terminated prior to the Effective Date, GCM shall continue to perform under the Transition Services Agreements after the Effective Date until the Transition Services Agreements are terminated. To the extent necessary, GCM and/or the Liquidating Trustee shall fund any expense that GCM is required to incur in order to perform GCM's obligations under the Transition Services Agreements.

e. Utility Deposits

The Plan requires all utilities holding a Utility Deposit to immediately after the Effective Date return or refund such Utility Deposit to GCM for purposes of distribution pursuant to the Plan.

f. Sources of Cash for Plan Distributions

Except as otherwise provided in the Plan or the Confirmation Order, the Liquidating Trust will obtain all Cash necessary for the payments pursuant to the Plan from existing Cash balances or from the liquidation of non-Cash assets, or, in the case of payments to be made by the Liquidating Trustee, from the proceeds of the Liquidating Trust Assets. In accordance with the Committee Settlement Agreement, GCM waived and released all claims and causes of action arising out of and/or under Chapter 5 of the Bankruptcy Code against (a) any creditor, (b) Comilog, (c) any and all of Comilog's direct and indirect parent entities, sister entities, and other Affiliates (as defined in the Committee Settlement Agreement), and (d) any and current and former officers and directors of Comilog and such direct and indirect parent entities, sister entities, and other Affiliates (including, but not limited to, the Debtors' current and former officers and directors).

g. Comprehensive Settlement of Claims and Controversies

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan, including the releases set forth in Section 8.6 of the Plan, shall constitute a good faith compromise and settlement of all Claims or controversies relating to the rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest or any distribution to be made pursuant to the Plan on

account of any Allowed Claim or Allowed Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such Claims or controversies and the Bankruptcy Court's finding that such compromise or settlement is in the best interests of GCM, its Estate, and Holders of Claims and Interests and is fair, equitable, and reasonable.

5. Treatment of Executory Contracts and Unexpired Leases

Article V of the Plan describes the treatment of Executory Contracts and Unexpired Leases. To the extent not previously assumed or rejected in accordance with an Order of the Bankruptcy Court, all Executory Contracts and Unexpired Leases will be deemed rejected, pursuant to section 365 of the Bankruptcy Code, as of the Effective Date. All Cure Amount Claims will be deemed to have been satisfied in accordance with the terms and procedures of the Sale Order and Asset Purchase Agreement as of the Effective Date.

All employment and severance contracts and policies, and all compensation and benefit plans, policies, collective bargaining agreements, and programs of GCM applicable to its officers, employees, retirees, and non-employee directors, including, without limitation, all deferred compensation plans, savings plans, pension plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, life, and accidental death and dismemberment insurance plans and contracts, will be deemed and treated as executory contracts under the Plan and on the Effective Date will be rejected and terminated pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. For the avoidance of doubt, GCM and its successors will have no further obligation to perform under the foregoing programs.

6. Provisions Governing Distributions

Article VI of the Plan discusses provisions governing distributions under the Plan. The Liquidating Trustee will make distributions on or shortly after the Effective Date to Holders of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed DIP Claims, Allowed Other Secured Claims, Allowed Comilog Secured Claims, Allowed CRP Administrative Claims, and Allowed Other Priority Claims. After establishing and funding the Disputed Claims Reserve, the Liquidating Trustee will make one or more distributions to Holders Allowed General Unsecured Claims. Upon payment in full of all Allowed General Unsecured Claims, the Liquidating Trust will make one or more distributions to Holders of Allowed Subordinated Claims. Finally, the Liquidating Trust will make one or more distributions to Holders of Allowed Super-Subordinated Claims after payment of the other Classes of Claims described above.

Article VI of the Plan also describes, among other things: (a) methods of delivery of distributions; (b) the treatment of undeliverable distributions; (c) the selection of distribution dates; (d) the estimation of Claims; (e) the treatment of *de minimis* distributions; (f) provisions governing Disputed Claims Reserves; and (g) provisions regarding setoffs. Holders of Claims should review Article VI in its entirety.

7. Postpetition Interest

On and after the Petition Date, no interest shall have accrued on any Claim that is not an Allowed DIP Claim, an Allowed Comilog Secured Claim, or an Allowed Other Secured Claim that is oversecured.

8. Procedures for Resolving Disputed Claims

Article VII of the Plan discusses procedures for resolving Disputed Claims. The Plan provides that objections to Claims must be made by the Claims Objection Bar Date. After the Effective Date, the Liquidating Trustee will have the sole authority to File, settle, compromise, withdraw, or litigate to judgment objections to Claims. The Liquidating Trustee will have the authority to amend the Schedules with respect to any Claim, and to make distributions based on such amended Schedules without approval of the Bankruptcy Court, *provided*, *however*, that the Liquidating Trustee will seek prior approval from the Bankruptcy Court prior to increasing by more than $50,000 the proposed Allowed amount of any Claim on the Schedules. In addition, if any such amendment to the Schedules reduces the amount of a Claim or changes the nature or priority of a Claim, the Liquidating Trustee will provide the Holder of such Claim with notice of such amendment and such Holder will have thirty (30) days to File an objection to such amendment with the Bankruptcy Court. The notice will contain the same specificity to affected creditors that would be required if the Schedules amendment was a Claim objection. If no such objection is Filed, the Liquidating Trustee may proceed with distributions based on such amended Schedules without approval of the Bankruptcy Court. Notwithstanding anything contained in Plan to the contrary, the Liquidating Trustee will have the authority to object to the amount of any Claim indicated on the Schedules if the Liquidating Trustee determines in good faith that the Claim is fully or partially invalid or has previously been paid or satisfied.

9. Confirmation and Consummation of the Plan and Effect of Plan Confirmation

Article VIII describes the conditions to Confirmation of the Plan, the conditions to the Effective Date of the Plan, and provisions for waivers thereof. Holders of Claims and Interests should review Article VIII of the Plan in its entirety.

Article VIII also details the effect of Plan Confirmation. Specifically, it provides for the following:

- Limitation of Rights of Holders of Claims. Pursuant to section 1141(d)(3) of the Bankruptcy Code, Confirmation will not discharge Claims against GCM; *provided*, *however*, that no Holder of a Claim against GCM may, on account of such Claim, seek or receive any payment or other distribution from, or seek recourse against, GCM, the Liquidating Trustee, or property of the Estate or the Liquidating Trust, except as expressly provided in the Plan.

- **<u>RELEASE BY GCM</u>. PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, FOR GOOD AND VALUABLE CONSIDERATION, ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY IS DEEMED RELEASED BY GCM, THE ESTATE, AND THE LIQUIDATING TRUST FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE BY OR ON BEHALF OF GCM OR THE LIQUIDATING TRUST, AS APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT GCM, THE ESTATE, OR THE LIQUIDATING TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BY OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER ENTITY, BASED ON OR RELATED TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY ASSET OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE TREATMENTS OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE ANY AGREEMENT OR OTHER DOCUMENT FORMALIZING THE TRANSACTIONS CONTEMPLATED BY THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.**

- **<u>INJUNCTION</u>. EXCEPT AS PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, AS OF THE CONFIRMATION DATE, ALL ENTITIES THAT HAVE HELD, CURRENTLY HOLD, OR MAY HOLD A CLAIM OR OTHER DEBT OR LIABILITY AGAINST GCM OR AN INTEREST OR OTHER RIGHT OF AN EQUITY SECURITY HOLDER SHALL BE DEEMED PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS ON ACCOUNT OF ANY SUCH CLAIMS, DEBTS, LIABILITIES, INTERESTS, OR RIGHTS: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING AGAINST THE EXCULPATED PARTIES, THE LIQUIDATING TRUST, OR THE LIQUIDATING TRUSTEE, OR THEIR RESPECTIVE PROPERTY; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE EXCULPATED PARTIES, THE LIQUIDATING TRUST, OR THE LIQUIDATING TRUSTEE, OR THEIR RESPECTIVE PROPERTY; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST THE EXCULPATED PARTIES, THE LIQUIDATING TRUST, OR THE LIQUIDATING TRUSTEE, OR THEIR RESPECTIVE PROPERTY; (D) ASSERTING A RIGHT OF SUBORDINATION OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE EXCULPATED PARTIES, THE LIQUIDATING TRUST, OR THE LIQUIDATING TRUSTEE, OR THEIR RESPECTIVE PROPERTY; AND (E) COMMENCING OR CONTINUING ANY ACTION, IN ANY MANNER, IN ANY PLACE THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN.**

- **<u>EXCULPATION</u>. SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, NONE OF THE EXCULPATED PARTIES SHALL HAVE OR INCUR ANY LIABILITY TO ANY HOLDER OF A CLAIM OR INTEREST OR ANY OTHER PARTY FOR ANY ACT OR OMISSION IN CONNECTION WITH, RELATED TO, OR ARISING OUT OF, THE GCM CHAPTER 11 CASE AND THE PLAN, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE CONSUMMATION OF THE PLAN, OR THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; PROVIDED THAT THE EXCULPATED PARTIES SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES UNDER THE PLAN; PROVIDED FURTHER THAT NOTHING IN THE PLAN SHALL, OR SHALL BE DEEMED TO, RELEASE THE EXCULPATED PARTIES, OR EXCULPATE THE EXCULPATED PARTIES WITH RESPECT TO, THEIR RESPECTIVE OBLIGATIONS OR COVENANTS, IF ANY, ARISING PURSUANT TO THE PLAN AND NOTHING IN THE PLAN SHALL BE DEEMED TO RELEASE THE EXCULPATED PARTIES, OR EXCULPATE THE EXCULPATED PARTIES, WITH RESPECT TO**

WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. NOTHING HEREIN SHALL (I) LIMIT ANY OF THE RELEASES PROVIDED FOR IN THE COMMITTEE SETTLEMENT AGREEMENT, THE TCEQ SETTLEMENT AGREEMENT, OR THE DIP ORDER, OR (II) EXCUSE ANY PROFESSIONAL RETAINED IN THE DEBTORS' CHAPTER 11 CASES FROM SEEKING BANKRUPTCY COURT APPROVAL OF PROFESSIONAL FEES AND/OR ABIDING BY ANY BANKRUPTCY COURT ORDER REGARDING THE PAYMENT OF PROFESSIONAL FEES.

10. Retention of Jurisdiction

Article IX calls for the retention of jurisdiction by the Bankruptcy Court, to the fullest extent permitted by law, to enforce the terms of the Plan and take other actions related to the GCM Chapter 11 Case.

11. Miscellaneous Provisions

Article X of the Plan contains various other provisions, including among other things amendment or modifications of the Plan, events of default, and governing law.

VII. RISK FACTORS TO BE CONSIDERED

The information set forth below, as well as the other information set forth in this Disclosure Statement, should read and considered carefully prior to voting to accept or reject the Plan. This information, however, should not be regarded as the only risks involved in connection with the Plan and/or its implementation.

A. Failure to Satisfy Vote Requirement

If the Plan does not receive the requisite votes in accordance with the requirements of the Bankruptcy Code, GCM may be forced to pursue other alternatives in the GCM Chapter 11 Case that are not as attractive to creditor recoveries as the treatment under the Plan.

B. Non-Confirmation or Delay of Confirmation of the Plan

The Bankruptcy Court, which sits as a court of equity, may exercise substantial discretion. Section 1129 of the Bankruptcy Code sets forth the requirements for Confirmation and requires, among other things, that the value of distributions to dissenting creditors and shareholders not be less than the value of distributions such creditors and Interest holders would receive if GCM were liquidated under chapter 7 of the Bankruptcy Code. Although GCM believes that the Plan will meet such tests, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

C. Non-Consensual Confirmation

In the event any impaired class of claims does not accept a plan, a bankruptcy court may nevertheless confirm such plan at the proponent's request if at least one impaired class of claims has accepted the plan (with such acceptances being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. GCM believes that the Plan satisfies these requirements, but there can be no assurance that the Bankruptcy Court will reach the same conclusion.

D. Risk of Non-Occurrence of the Effective Date

Although GCM believes that the Effective Date will occur reasonably soon after the Confirmation Date, there can be no assurance as to such timing or as to whether it will occur.

E. Classification and Treatment of Claims and Equity Interests

Section 1122 of the Bankruptcy Code requires that the Plan classify Claims against, and Interests in, GCM. The Bankruptcy Code also provides that the Plan may place a Claim or Interest in a particular Class only if such Claim or Interest is substantially similar to the other Claims or Interests of such Class. GCM believes that all Claims and Interests have been appropriately classified in the Plan, but there can be no assurance that the Bankruptcy Court will reach the same conclusion.

F. Claim Objections and Reconciliations

The recovery for Classes 3, 6, 7, and 8 depends on, among other things, the outcome of the Claims reconciliation and objection process. Therefore, the distribution to Holders of Claims in such Classes, may increase or decrease depending on the resolution of outstanding Claims.

G. Disputed Claims Reserve

GCM does not currently have all available information necessary to estimate an appropriate Disputed Claims Reserve under the circumstances.

VIII. FEASIBILITY AND ACCEPTANCE OF THE PLAN, BEST INTERESTS TEST, AND CRAMDOWN

A. Feasibility of the Plan

The Bankruptcy Code requires that the Bankruptcy Court determine that confirmation of a Plan is not likely to be followed by liquidation or the need for further financial reorganization of GCM. The Plan already contemplates a liquidation so the goals of the Plan are completely feasible and the risk of further financial reorganization is not relevant.

B. Acceptance of the Plan

As a condition to confirmation, the Bankruptcy Code requires that each Class of impaired Claims vote to accept the Plan, except under certain circumstances. Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two thirds (2/3) in dollar amount and more than one half (1/2) in number of claims in that class, but for that purpose counts only those who actually vote to accept or to reject the Plan. Thus, for example, Class 6 votes to accept the Plan only if two thirds (2/3) in amount and a majority in number actually voting in such Class cast their Ballots in favor of acceptance. Holders of Claims who fail to vote are not counted as either accepting or rejecting a plan.

C. Best Interests Test

Even if a plan is accepted by the holders of each class of claims and interests, the Bankruptcy Code requires a bankruptcy court to determine that the plan is in the best interests of all holders of claims or interests that are impaired by the plan and that have not accepted the plan. The "best interests" test, as set forth in section 1129(a)(7) of the Bankruptcy Code, requires a bankruptcy court to find either that all members of an impaired class of claims or interests have accepted the plan or that the plan will provide a member who has not accepted the plan with a recovery of property of a value, as of the effective date of the plan, that is not less than the amount that such holder would recover if the debtor were liquidated under chapter 7 of the Bankruptcy Code.

Holders of Claims against GCM will receive either the same or a better return under the Plan than they would in a hypothetical chapter 7 case. In this case, GCM has sold substantially all of its Assets, with the remaining Assets to be liquidated and distributed pursuant to the Plan. GCM anticipates that Holders of Claims in Classes 2, 4, and 5 will be paid in full. The Plan's treatment of Claims in Classes 1 and 3 is consistent with the terms of the Committee Settlement Agreement, to which Comilog, the sole holder of Claims in Classes 1 and 3, is a party. Holders of Allowed Class 6 General Unsecured Claims will share Pro Rata in all remaining distributions made pursuant to the Plan. Holders of Claims in Classes 7 and 8 will likely see no distribution under the Plan as such Holders either agreed to such treatment pursuant to the Committee Settlement Agreement and/or the TCEQ Settlement Agreement, or are otherwise not entitled to receive a distribution until all other of GCM's unsecured creditors have been paid in full. Lastly, Holders of Interests will receive no recovery, as GCM's creditors will not be paid in full.

A liquidation under chapter 7 would accomplish the same result but with the additional cost of chapter 7 trustee fees and the cost of administering and proceeding with a chapter 7 case, which would reduce the recoveries for Holders of Class 6 General Unsecured Claims. The subordinated creditors in Classes 7 and 8 would receive the same treatment in chapter 7 under the terms of the Committee Settlement Agreement and the TCEQ Settlement Agreement. GCM believes that the Estate has a better chance to collect certain post-Petition Date payables and tax refunds due to the structured process under Plan as opposed to the "fire sale" nature of a chapter 7 case. Accordingly, the "best interests" test of section 1129 of the Bankruptcy Code is satisfied because the members of each impaired Class will receive greater or equal value under the Plan than they would in a chapter 7 liquidation. Although GCM believes that the Plan meets the "best

interests test" of section 1129(a)(7) of the Bankruptcy Code, there can be no assurance that the Bankruptcy Court will determine that the Plan meets this test.

D. Confirmation Without Acceptance of All Impaired Classes: The 'Cramdown' Alternative

In view of the deemed rejection by Holders of Class 9 Interests, GCM will seek confirmation of the Plan pursuant to the "cramdown" provisions of section 1129 of the Bankruptcy Code. Specifically, section 1129(b) of the Bankruptcy Code provides that a plan can be confirmed even if the plan is not accepted by all impaired classes, as long as at least one impaired class of claims has accepted it. The Bankruptcy Court may confirm the Plan at the request of GCM if the Plan "does not discriminate unfairly" and is "fair and equitable" as to each impaired class that has not accepted the Plan. A plan does not discriminate unfairly within the meaning of the Bankruptcy Code if a dissenting class is treated equally with respect to other classes of equal rank.

GCM believes the Plan does not discriminate unfairly with respect to Holders of Class 9 Interests. Holders of Interests in Class 9 are not receiving any distribution under the Plan, and are not entitled to payment under the absolute priority rule until all senior creditors have been paid in full.

A plan is fair and equitable as to a class of equity interests that rejects a plan if the plan provides: (i) that each holder of an interest included in the rejecting class receive or retain on account of that interest property that has a value, as of the effective date of the plan, equal to the greatest of the allowed amount of any fixed liquidation preference to which such holder is entitled, any fixed redemption price to which such holder is entitled, or the value of such interest; or (ii) that the holder of any interest that is junior to the interests of such class will not receive or retain under the plan on account of such junior interest any property at all.

GCM believes that the Plan will meet the "fair and equitable" requirements of section 1129(b) of the Bankruptcy Code with respect to Holders of Class 9 Interests. No Claim or Interest Holder junior to Holders of Class 9 Interests is receiving any recovery pursuant to their Claim or Interest, thereby satisfying section 1129(b) with respect to Class 9.

The Plan reserves the right of GCM to seek confirmation of the Plan through cramdown with respect to any other Class that is determined to be impaired or any creditor that has not accepted or is deemed not to have accepted the Plan pursuant to section 1126 of the Bankruptcy Code, including, to the extent necessary, Disputed Claims not entitled to vote under the Plan.

IX. ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

GCM believes that the Plan affords Holders of Claims the potential for the greatest recovery and, therefore, is in the best interests of such Holders.

If, however, the requisite acceptances are not received, or the Plan is not confirmed and consummated, the theoretical alternatives include: (i) formulation of an alternative plan of liquidation; or (ii) liquidation of GCM under chapter 7 of the Bankruptcy Code.

If no plan is confirmed, GCM may be forced to liquidate under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be elected or appointed to liquidate GCM's Assets for distribution to creditors in accordance with the priorities established by the Bankruptcy Code. It is impossible to predict precisely how the proceeds of the liquidation would be distributed to the respective Holders of Claims against or Interests in GCM. As noted above, however, GCM believes that in a liquidation under chapter 7, before creditors receive any distribution, additional administrative expenses involved in the appointment of a trustee or trustees and attorneys, accountants and other professionals to assist such trustees would cause a substantial diminution in the value of GCM's Estate. The Assets available for distribution to creditors would be reduced by such additional expenses.

GCM could also be liquidated pursuant to the provisions of a different chapter 11 plan of liquidation. However, any distribution to the Holders of Claims under a different chapter 11 liquidation plan probably would be delayed substantially and there should be no meaningful difference in the recovery to creditors.

Accordingly, GCM believes that any alternative liquidation under chapter 7 or 11 is a much less attractive alternative to creditors than the Plan because of the greater return GCM believes is provided to creditors under the Plan.

X. CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

Substantial uncertainty exists with respect to many of the tax issues discussed below. Therefore, each Holder of a Claim is urged to consult its own tax advisor regarding the federal, state, and other tax consequences of the Plan. No rulings have been requested from the Internal Revenue Service (the "IRS") with respect to any tax aspects of the Plan.

A summary description of certain United States federal income tax consequences of the Plan is provided below. The description of tax consequences below is for informational purposes only and, due to lack of definitive judicial or administrative authority or interpretation, substantial uncertainties exist with respect to various U.S. federal income tax consequences of the Plan as discussed herein. Only the potential material U.S. federal income tax consequences of the Plan to GCM, the Liquidating Trust, and to a hypothetical Holders of Claims are described below. No opinion of counsel has been sought or obtained with respect to any tax consequences of the Plan, and no tax opinion is being given in this Disclosure Statement. No rulings or determinations of the IRS or any other tax authorities have been obtained or sought with respect to any tax consequences of the Plan, and the discussion below is not binding upon the IRS or such other authorities. No representations are being made regarding the particular tax consequences of the confirmation and consummation of the Plan to GCM, to the Liquidating Trust, or to any Holder of Claims. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position from any discussed herein.

The discussion of the U.S. federal income tax consequences below is based on the Internal Revenue Code of 1986, as amended (the "Tax Code"), Treasury Regulations promulgated and proposed thereunder, judicial decisions, and administrative rulings and pronouncements of the IRS, and other applicable authorities, all as in effect on the date hereof. Legislative, judicial or administrative changes or interpretations enacted or promulgated in the

future could alter or modify the analyses and conclusions set forth below. It cannot be predicted at this time whether any tax legislation will be enacted or, if enacted, whether any tax law changes contained therein would affect the tax consequences to the Holders of Claims. Any such changes or interpretations may be retroactive and could significantly affect the U.S. federal income tax consequences discussed below.

THIS DISCUSSION DOES NOT ADDRESS FOREIGN, STATE, OR LOCAL TAX CONSEQUENCES OF THE PLAN, NOR DOES IT PURPORT TO ADDRESS THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN TO SPECIAL CLASSES OF TAXPAYERS (SUCH AS FOREIGN ENTITIES, NONRESIDENT ALIEN INDIVIDUALS, PASS-THROUGH ENTITIES SUCH AS PARTNERSHIPS AND HOLDERS THROUGH SUCH PASS-THROUGH ENTITIES, S CORPORATIONS, MUTUAL FUNDS, INSURANCE COMPANIES, FINANCIAL INSTITUTIONS, SMALL BUSINESS INVESTMENT COMPANIES, REGULATED INVESTMENT COMPANIES, CERTAIN SECURITIES TRADERS, BROKER-DEALERS, AND TAX-EXEMPT ORGANIZATIONS). FURTHERMORE, ESTATE AND GIFT TAX ISSUES ARE NOT ADDRESSED HEREIN AND TAX CONSEQUENCES RELATING TO THE ALTERNATIVE MINIMUM TAX ARE GENERALLY NOT DISCUSSED HEREIN.

NO REPRESENTATIONS ARE MADE REGARDING THE PARTICULAR TAX CONSEQUENCES OF THE PLAN TO ANY SPECIFIC HOLDER OF CLAIMS. EACH HOLDER OF CLAIMS IS STRONGLY URGED TO CONSULT ITS OWN TAX ADVISOR REGARDING THE U.S. FEDERAL, STATE, LOCAL, AND FOREIGN TAX CONSEQUENCES OF THE TRANSACTIONS DESCRIBED HEREIN AND IN THE PLAN.

A. U.S. Federal Income Tax Consequences to GCM

Under the Tax Code, a taxpayer generally recognizes gross income to the extent that indebtedness of the taxpayer is cancelled for less than the amount owed by the taxpayer, subject to certain judicial or statutory exceptions. The most significant of these exceptions with respect to GCM is that taxpayers who are operating under the jurisdiction of a federal bankruptcy court are not required to recognize such income. In that case, however, the taxpayer must reduce its tax attributes, such as its net operating losses, general business credits, capital loss carryforwards, and tax basis in assets, by the amount of the cancellation of indebtedness income avoided.

B. U.S. Federal Income Tax Consequences of the Liquidating Trust

1. Tax Characterization of the Liquidating Trust

The Liquidating Trust created pursuant to the Plan (except for any Disputed Claims Reserve treated as either a discrete trust taxed pursuant to Section 641 of the Tax Code or as a disputed ownership fund described in Treasury Regulation Section 1.468B-9) is intended to qualify as a "liquidating trust" for U.S. federal income tax purposes with respect to the holders of Claims pursuant to sections 671 through 678 of the Tax Code. However, establishing a trust as a liquidating trust does not ensure that it will be treated as a grantor trust for U.S. federal income

tax purposes. Pursuant to the Plan and consistent with Revenue Procedure 94-45, all parties (including, without limitation, GCM, the Liquidating Trustee, and holders of the beneficial interests in the Liquidating Trust) will be required to treat, for U.S. federal income tax purposes, the Liquidating Trust as grantor trust of which the holders of the beneficial interests in the liquidating trust are the owners and grantors. The discussion that follows assumes that the Liquidating Trust will be so respected for U.S. federal income tax purposes. However, no assurance can be given that the IRS would not take a position that is contrary. To the extent that the IRS were to challenge successfully the Liquidating Trust's classification, the U.S. federal income tax consequences to the Liquidating Trust, GCM and the holders of the beneficial interests in the Liquidating Trust could differ from those contained in this discussion. **THE HOLDERS OF THE BENEFICIAL INTERESTS IN THE LIQUIDATING TRUST SHOULD CONSULT WITH THEIR OWN TAX ADVISORS REGARDING THE TAX TREATMENT OF THE LIQUIDATING TRUST FOR U.S. FEDERAL INCOME TAX PURPOSES.**

2. Establishment of the Liquidating Trust

The transfer of the Liquidating Trust Assets to the Liquidating Trust, as of the Effective Date of the Plan, shall be treated for U.S. federal income tax purposes as a deemed transfer of those assets to the holders of the Claims in exchange for their Claims, immediately followed by a deemed contribution of those assets to the Liquidating Trust by such Holders in exchange for a beneficial interest in the Liquidating Trust, all as of the Effective Date of the Plan. As a result of this deemed exchange of the Claims for the consideration under the Plan and the deemed contribution of the consideration to the Liquidating Trust, the holders of Claims in Classes 3, 6, 7, and 8 will receive a beneficial interest in the Liquidating Trust and will be the beneficiaries of the Liquidating Trust. **THE BENEFICIARIES OF THE LIQUIDATING TRUST SHOULD CONSULT WITH THEIR OWN TAX ADVISORS REGARDING THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO THEM RESULTING FROM THE ESTABLISHMENT OF THE LIQUIDATING TRUST.**

3. Taxation of the Liquidating Trust

The beneficiaries of the Liquidating Trust will be treated as grantors and deemed to owners of the Liquidating Trust and each beneficiary will be required to report on its U.S. federal income tax return its allocable share of any income, loss, deduction, or credit recognized or incurred by the Liquidating Trust including, but not limited to, any interest or dividend income earned with respect to the assets of the Liquidating Trust. Each beneficiary's obligation to report its share of any such income is not dependent on the Liquidating Trust distributing any cash or other proceeds. Accordingly, a beneficiary may incur a tax liability as a result of owning a beneficial interest in the Liquidating Trust regardless of whether the Liquidating Trust makes a current distribution. **THE BENEFICIARIES OF THE LIQUIDATING TRUST SHOULD CONSULT WITH THEIR OWN TAX ADVISORS FOR INFORMATION THAT MAY BE RELEVANT TO THEIR PARTICULAR CIRCUMSTANCES REGARDING THE U.S. FEDERAL INCOME TAX CONSEQUENCES TO THEM RESULTING FROM THE LIQUIDATING TRUST.**

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, the Liquidating Trustee (a) may elect to treat any Disputed Claims Reserve as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9, and (b) to the extent permitted by applicable law, will report consistently for state and local income tax purposes. Accordingly, if a "disputed ownership fund" election is made, any amounts allocable to, or retained on account in a Disputed Claims Reserve will be subject to tax annually on a separate entity basis on any net income earned with respect to the Liquidating Trust Assets in such Disputed Claims Reserve, and all distributions from such reserve (which distributions will be net of the expenses relating to the retention of such assets) will be treated as received by holders in respect of their Claims as if distributed by GCM. All parties (including, without limitation, GCM, the Liquidating Trustee and the beneficiaries of the Liquidating Trust) will be required to report for tax purposes consistently with the foregoing.

4. Tax Reporting

As soon as reasonably practicable after the transfer of the Liquidating Trust Assets to the Liquidating Trust, the Liquidating Trustee shall make a good faith valuation of the Liquidating Trust Assets. All parties to the Liquidating Trust (including, without limitation, GCM and beneficiaries of the Liquidating Trust) must consistently use such valuations for all U.S. federal income tax purposes. The Liquidating Trust will file an annual information tax return with the IRS which will include information concerning the allocation of income, gain, loss, deductions and credits to the beneficiaries of the Liquidating Trust. Each beneficiary of the Liquidating Trust will receive a copy of such return and will be required to report on its own U.S. federal income tax return its allocable share of such items.

C. U.S. Federal Income Tax Consequences to Claim Holders

Generally, a Holder of a Claim should in most, but not all circumstances, recognize gain or loss equal to the difference between the "amount realized" by such Holder in exchange for its Claim and such Holder's adjusted tax basis in the Claim. The "amount realized" is equal to the sum of the cash and the fair market value of any other consideration received under a plan of reorganization in respect of a holder's Claim. The tax basis of a Holder in a Claim will generally be equal to the Holder's cost therefore. To the extent applicable, the character of any recognized gain or loss (e.g., ordinary income, or short-term or long-term capital gain or loss) will depend upon the status of the Holder, the nature of the Claim in the Holder's hands, the purpose and circumstances of its acquisition, the Holder's holding period of the Claim, and the extent to which the Holder previously claimed a deduction for the worthlessness of all or a portion of the Claim. Generally, if the Claim is a capital asset in the Holder's hands, any gain or loss realized will generally be characterized as capital gain or loss, and will constitute long-term capital gain or loss if the holder has held such Claim for more than one year.

A Holder who received Cash in satisfaction of its Claims may recognize ordinary income or loss to the extent that any portion of such consideration is characterized as accrued interest. A Holder who did not previously include in income accrued but unpaid interest attributable to its Claim, and who receives a distribution on account of its Claim pursuant to the Plan, will be treated as having received interest income to the extent that any consideration received is characterized for United States federal income tax purposes as interest, regardless of whether

such Holder realizes an overall gain or loss as a result of surrendering its Claim. A Holder who previously included in its income accrued but unpaid interest attributable to its Claim should recognize an ordinary loss to the extent that such accrued but unpaid interest is not satisfied, regardless of whether such Holder realizes an overall gain or loss as a result of the distribution it may receive under the Plan on account of its Claim.

D. Information Reporting and Backup Withholding

Certain payments, including payments in respect of accrued interest or market discount, are generally subject to information reporting by the payor to the IRS. Moreover, such reportable payments are subject to backup withholding under certain circumstances. Under the Tax Code's backup withholding rules, a U.S. Holder may be subject to backup withholding at the applicable rate with respect to certain distributions or payments pursuant to the Plan, unless the Holder: (i) comes within certain exempt categories (which generally include corporations) and, when required, demonstrates this fact or (ii) provides a correct U.S. taxpayer identification number and certifies under penalty of perjury that the holder is a U.S. person, the taxpayer identification number is correct and that the Holder is not subject to backup withholding because of a failure to report all dividend and interest income.

Backup withholding is not an additional tax. Amounts withheld under the backup withholding rules may be credited against a Holder's U.S. federal income tax liability, and a Holder may obtain a refund of any excess amounts withheld under the backup withholding rules by filing an appropriate claim for refund with the IRS.

E. Importance of Obtaining Professional Tax Assistance

THE FOREGOING DISCUSSION IS INTENDED ONLY AS A SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE ABOVE DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. THE TAX CONSEQUENCES ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING ON A HOLDER'S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, HOLDERS ARE STRONGLY URGED TO CONSULT THEIR OWN TAX ADVISORS ABOUT THE U.S. FEDERAL, STATE, LOCAL, AND FOREIGN INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN, INCLUDING WITH RESPECT TO TAX REPORTING AND RECORD KEEPING REQUIREMENTS.

IRS CIRCULAR 230 DISCLOSURE:

ANY ACCOUNTING, BUSINESS, OR TAX ADVICE CONTAINED IN THIS DISCLOSURE STATEMENT, INCLUDING ATTACHMENTS AND ENCLOSURES, IS NOT INTENDED AS A THOROUGH, IN-DEPTH ANALYSIS OF SPECIFIC ISSUES, NOR A SUBSTITUTE FOR A FORMAL OPINION, NOR IS IT SUFFICIENT TO AVOID TAX-RELATED PENALTIES. YOU SHOULD CONSULT WITH YOUR OWN ADVISORS TO PERFORM THE REQUISITE RESEARCH AND PROVIDE YOU WITH A DETAILED WRITTEN ANALYSIS.

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CONCLUSION AND RECOMMENDATION

GCM believes that confirmation and implementation of the Plan is preferable to any other alternative and recommends that creditors entitled to vote in favor of the Plan.

Dated: June 7, 2017

Respectfully submitted,

GCM LIQUIDATION CORPORATION (F/K/A GULF CHEMICAL & METALLURGICAL CORPORATION)

/s/ Eric Caridroit
Eric Caridroit
Title: Chief Executive Officer

/s/ Sean D. Malloy
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APPENDIX A

PLAN OF LIQUIDATION FOR GCM LIQUIDATION CORPORATION
(F/K/A GULF CHEMICAL & METALLURGICAL CORPORATION)

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF PENNSYLVANIA

In re:	)
	) Chapter 11
GULF CHEMICAL & METALLURGICAL CORPORATION, a Texas corporation, *et al*.,[1]	)
	) Case No. 16-22192-JAD & 16-22195-JAD
Debtors.	) (Jointly Administered under Case No. 16-22192-JAD)
	)
	) Docket No. __

PLAN OF LIQUIDATION FOR GCM LIQUIDATION CORPORATION (F/K/A GULF CHEMICAL & METALLURGICAL CORPORATION)

June 7, 2017

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: GCM Liquidation Corporation (f/k/a Gulf Chemical & Metallurgical Corporation), a Texas corporation (3600) and BMC Liquidation Company (f/k/a Bear Metallurgical Company), a Delaware corporation (1238).

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INTRODUCTION

Gulf Chemical & Metallurgical Corporation ("GCM") proposes the following plan of liquidation for the resolution of the outstanding Claims against and Interests in GCM's bankruptcy estate. Reference is made to the Disclosure Statement with Respect to the Plan of Liquidation for GCM Liquidation Corporation (f/k/a Gulf Chemical & Metallurgical Corporation) for a discussion of the history, business, properties, and operations of GCM, a summary and analysis of this Plan, risk factors related to this Plan, and certain related matters. This Plan follows the closing of the sale of substantially all of GCM's assets to Gladieux Metals Recycling, LLC (f/k/a Gladieux Chemicals & Metallurgical Company, LLC), a Texas limited liability company, and contemplates the liquidation of GCM's unsold assets and the distribution of the proceeds of the sale and liquidation pursuant to this Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, GCM reserves the right to alter, amend, modify, revoke, or withdraw this Plan prior to its substantial consummation.

ARTICLE I
DEFINED TERMS, RULES OF INTERPRETATION AND COMPUTATION OF TIME

1.1 Defined Terms

As used in this Plan, capitalized terms have the meanings set forth in **Exhibit A**. Any term that is not otherwise defined in this Plan, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

1.2 Rules of Interpretation, Computation of Time, and Exhibits

1.2.1 Rules of Interpretation

For purposes of this Plan, unless otherwise provided in this Plan: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural; (b) unless otherwise provided in this Plan, any reference in this Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) any reference in this Plan to an existing document or schedule Filed or to be Filed means such document or schedule, as it may have been or may be amended, modified, or supplemented pursuant to this Plan; (d) any reference to an entity as a Holder of a Claim or Interest includes that entity's successors and assigns; (e) all references in this Plan to Sections, Articles and Exhibits are references to Sections, Articles and Exhibits of or to this Plan; (f) the words "in this Plan," "hereunder" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Plan; (h) subject to the provisions of any contract, certificate of formation, limited liability operating agreement, instrument, release, or other agreement or document entered into in connection with this Plan, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with,

federal law, including the Bankruptcy Code and Bankruptcy Rules; and (i) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply.

1.2.2 Computation of Time

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

1.2.3 Exhibits

All Exhibits are incorporated into and are a part of this Plan as if set forth in full herein, and, to the extent not annexed hereto, such Exhibits shall be filed with the Bankruptcy Court in accordance with this Plan. Holders of Claims and Interests may obtain a copy of the filed Exhibits upon written request to GCM. Upon their filing, the Exhibits may be inspected (a) in the office of the clerk of the Bankruptcy Court or its designee during normal business hours, (b) at the Claims and Noticing Agent's website (www.kccllc.net/gcmc), free of charge, and (c) for a fee, at the Bankruptcy Court's website (www.pawb.uscourts.gov) or through the Bankruptcy Court's PACER system. The Exhibits shall be approved by the Bankruptcy Court pursuant to the Confirmation Order.

The Disclosure Statement may be used as an aid for interpretation of this Plan to the extent that any provision of this Plan is determined to be vague or ambiguous. However, to the extent any statement in the Disclosure Statement conflicts with any provision of this Plan, this Plan controls.

ARTICLE II
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

The Plan's treatment of creditors follows the Bankruptcy Code's priority scheme but incorporates two agreements previously approved by the Bankruptcy Court: (a) the Committee Settlement Agreement, which provides funds for creditors through the Creditor Recovery Pool through a distribution of certain of Comilog's collateral proceeds, and which also subordinates the unsecured Claims of Comilog and other Insiders; and (b) the TCEQ Settlement Agreement, which provides for the voluntary subordination of TCEQ's Claims. Accordingly, the Plan provides for: (i) the payment of ordinary pre-confirmation Allowed Administrative Claims and, to the extent senior to Comilog, the payment of Allowed Other Secured Claims; (ii) the distribution of funds from Comilog's collateral proceeds to either Comilog or the Creditor Recovery Pool as set forth in the Committee Settlement Agreement until Comilog is paid in full (if ever); (iii) the distribution of excess funds to the Creditor Recovery Pool; and (iv) the distribution of Creditor Recovery Pool funds to all other creditors in accordance with the priority scheme of the Bankruptcy Code.

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, statutory fees payable pursuant to 28 U.S.C. § 1930, and Priority Tax Claims, as described in Section 2.1, have not been classified and thus are excluded from the Classes described in Section 2.2. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any remainder of the Claim or Interest qualifies within the description of such other Classes.

2.1 Unclassified Claims

2.1.1 Payment of Administrative Claims

a. Administrative Claims in General

Except as otherwise specified in this Section 2.1, and subject to the Bar Date provisions in this Plan, unless an order of the Bankruptcy Court provides otherwise, each Holder of an Allowed Administrative Claim will receive, in full satisfaction of its Administrative Claim, Cash equal to the amount of such Allowed Administrative Claim on the later of (i) the Effective Date or (ii) the date on which such Administrative Claim becomes an Allowed Administrative Claim.

b. Statutory Fees

On or before the Effective Date, Administrative Claims for fees payable pursuant to 28 U.S.C. § 1930 will be paid in Cash equal to the amount of such Allowed Administrative Claims. In the event the GCM Chapter 11 Case is not converted, closed, or dismissed, all fees payable pursuant to 28 U.S.C. § 1930 after the Effective Date will be paid by the Liquidating Trustee until the earlier of the conversion or dismissal of the GCM Chapter 11 Case under section 1112 of the Bankruptcy Code, or the closing of the GCM Chapter 11 Case pursuant to section 350(a) of the Bankruptcy Code. For purposes of calculating fees based on distributions, distributions from GCM to the Liquidating Trust will be counted, but subsequent distributions of the same assets from the Liquidating Trust to its beneficiaries will not be counted.

c. Bar Dates for Administrative Claims

(i) General Administrative Claim Bar Date

Except as otherwise provided in this Plan or an order of the Bankruptcy Court, Holders of Administrative Claims that first arose or accrued as to or against GCM after the Petition Date, shall File a request for payment of an Administrative Claim within thirty (30) days after the Effective Date. Objections to requests for payment of Administrative Claims must be Filed by the Claims Objection Bar Date.

(ii) Bar Dates for Professional Compensation

All unpaid Professional Fee Claims incurred by Professionals prior to the Effective Date shall be subject to final allowance or disallowance upon application to the Bankruptcy Court pursuant to sections 328, 330, or 503(b)(4) of the Bankruptcy Code. Final applications for allowance of Professional Fee Claims for services rendered in connection with the Chapter 11 Cases shall be Filed with the Bankruptcy Court no later than thirty (30) days after the Effective Date. Objections to any Professional Fee Claims must be filed and served on the Notice Parties and the requesting party by the later of: (a) sixty (60) days after the Effective Date; (b) thirty (30) days after the filing of the applicable request for payment of the Professional Fee Claim; and (c) such other period of limitation as may be specifically fixed by a Final Order for objecting to such Professional Fee Claim. To the extent necessary, the Confirmation Order will amend and supersede any previously entered order of the Bankruptcy Court regarding the payment of Professional Fee Claims. For the avoidance of doubt, all Professional Fee Claims of Committee Professionals shall be subject to the Committee Settlement Agreement.

2.1.2 Payment of Priority Tax Claims

a. Priority Tax Claims

On, or as soon as reasonably practicable after, the later of (a) the Effective Date or (b) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall receive, in full satisfaction of its Priority Tax Claim, (i) Cash equal to the amount of such Allowed Priority Tax Claim or (ii) such other treatment as to which GCM or the Liquidating Trustee, as applicable, and the Holder of the Allowed Priority Tax Claim shall have agreed upon in writing.

b. Other Provisions Concerning Treatment of Priority Tax Claims

Notwithstanding the provisions of Section 2.1.2.a, the Holder of an Allowed Priority Tax Claim shall not be entitled to receive any payment on account of any penalty (other than a penalty of the type specified in section 507(a)(8)(G) of the Bankruptcy Code) arising with respect to or in connection with the Allowed Priority Tax Claim. The Holder of an Allowed Priority Tax Claim shall not assess or attempt to collect such penalty from GCM, the Liquidating Trust, or their respective property.

2.2 Classified Secured Claims

2.2.1 DIP Claims (Class 1) – Unimpaired.

It is anticipated that all DIP Claims will have been paid prior to the Confirmation Date. To the extent DIP Claims are outstanding as of the Confirmation Date, Comilog, the sole Holder of an Allowed DIP Claim, will receive, as soon as practicable after the Effective Date, in full satisfaction of its Allowed DIP Claim, Cash equal to the amount of such Allowed DIP Claim on the Effective Date; *provided*, *however*, that such distribution shall be made in accordance with the terms of the Committee Settlement Agreement as follows: GCM will pay directly to Comilog eighty percent (80%) of any distributions made on account of the Allowed DIP Claim and will deposit the remaining twenty percent (20%) of such distributions into the Creditor Recovery Pool (and such payment shall be a Comilog Secured Claim CRP Contribution (as defined below)). The Holder of the Allowed DIP Claim is unimpaired and not entitled to vote to accept or reject the Plan.

2.2.2 Other Secured Claims (Class 2) – Unimpaired.

Unless the Holder of such Allowed Other Secured Claim and GCM agree to a different treatment, as soon as practicable after the later of (a) the Effective Date and (b) the date on which the Other Secured Claim is Allowed, in full satisfaction of its Allowed Other Secured Claim, each Holder of an Allowed Other Secured Claim shall receive, at the option of GCM: (x) the net proceeds of the sale of the property securing such Allowed Other Secured Claim, up to the Allowed amount of such Allowed Other Secured Claim; or (y) the return of property securing such Allowed Other Secured Claim; or (z) Cash equal to the value of the property securing such Allowed Other Secured Claim, up to the value of the Allowed Other Secured Claim; *provided*, *however*, if a Final Order has been entered prior to the Effective Date providing for treatment and distributions on account of an Allowed Other Secured Claim, the Allowed Other Secured Claim shall be treated as set forth in such Final Order. Holders of Other Secured Claims are unimpaired and not entitled to vote to accept or reject the Plan.

2.2.3 Comilog Secured Claims (Class 3) – Impaired.

Comilog, the sole Holder of an Allowed Comilog Secured Claim, will receive, as soon as practicable after the Effective Date, after the payment of all Allowed DIP Claims and Allowed Other Secured Claims (to the extent such Allowed Other Secured Claims are senior to the Comilog Secured Claims with respect to Comilog's collateral), and after reserving for the payment of all ordinary course Administrative Claims, Cash equal to an amount up to the value of the Allowed Comilog Secured Claim; *provided*, *however*, that such distribution shall be made in accordance with the terms of the Committee Settlement Agreement. Specifically, pursuant to the Committee Settlement Agreement, (i) until there are sufficient funds available in the Creditor Recovery Pool to pay all Allowed General Unsecured Claims in full, GCM will pay directly to Comilog seventy-five percent (75%) of any distributions made on account of the Allowed Comilog Secured Claim and will deposit the remaining twenty-five percent (25%) of such distributions into the Creditor Recovery Pool (any such payment a "Comilog Secured Claim CRP Contribution"); and (ii) if there are sufficient funds available in the Creditor Recovery Pool to pay all Allowed General Unsecured Claims in full, GCM will pay directly to Comilog one hundred percent (100%) of all distributions made on account of the Allowed Comilog Secured Claim. In addition, to the extent there are assets available after the payments described above, Comilog will receive, as soon as practicable after the Effective Date, reimbursement of any Comilog Secured Claim CRP Contribution. Comilog is impaired and entitled to vote to accept or reject the Plan.

2.3 Classified Unsecured Claims

After reserving for the payment of ordinary course Administrative Claims and after the treatment of Secured Claims set forth in Section 2.2 above, all excess assets of GCM and the Estate will be added to the funds already in the Creditor Recovery Pool and all Creditor Recovery Pool funds will be available for treatment of unsecured creditors as follows:

2.3.1 CRP Administrative Claims (Class 4) – Unimpaired.

Each Holder of an Allowed CRP Administrative Claim shall receive, in full satisfaction of its CRP Administrative Claim, Cash from the Creditor Recovery Pool equal to the amount of such Allowed CRP Administrative Claim on the later of (a) the Effective Date or (b) the date on which such CRP Administrative Claim becomes an Allowed CRP Administrative Claim. Holders of CRP Administrative Claims are unimpaired and not entitled to vote to accept or reject the Plan.

2.3.2 Other Priority Claims (Class 5) – Unimpaired.

Each Holder of an Allowed Other Priority Claim shall receive, in full satisfaction of its Other Priority Claim, Cash from Creditor Recovery Pool funds equal to the amount of such Allowed Other Priority Claim on the later of (a) the Effective Date or (b) the date on which such Other Priority Claim becomes an Allowed Other Priority Claim. Holders of Other Priority Claims are unimpaired and not entitled to vote to accept or reject the Plan.

2.3.3 General Unsecured Claims (Class 6) – Impaired.

On one or more Distribution Dates, each Holder of an Allowed General Unsecured Claim shall receive a Pro Rata share of the remaining Creditor Recovery Pool Funds after the payment of the Liquidating Trust Expenses, all Allowed Professional Fee Claims, Allowed Administrative Claims (to the extent not previously paid, if any), Allowed Priority Tax Claims, Allowed CRP Administrative Claims, and Allowed Other Priority Claims. The obligations to Holders of Allowed General Unsecured Claims shall be governed by the Liquidating Trust Agreement. Holders of General Unsecured Claims are impaired and entitled to vote to accept or reject the Plan.

2.3.4 Subordinated Claims (Class 7) – Impaired.

On one or more Distribution Dates, each Holder of an Allowed Subordinated Claim shall receive a Pro Rata share of the remaining Creditor Recovery Pool Funds after the payment of all Allowed General Unsecured Claims. The obligations to Holders of Allowed Subordinated Claims shall be governed by the Liquidating Trust Agreement. Holders of Subordinated Claims are impaired and entitled to vote to accept or reject the Plan.

2.3.5 Super-Subordinated Claims (Class 8) – Impaired.

On one or more Distribution Dates, each Holder of an Allowed Super-Subordinated Claim shall receive a Pro Rata share of the remaining Creditor Recovery Pool Funds after the payment of all Allowed Subordinated Claims. The obligations to Holders of Allowed Super-Subordinated Claims shall be governed by the Liquidating Trust Agreement. Holders of Super-Subordinated Claims are impaired and entitled to vote to accept or reject the Plan.

2.3.6 Interests (Class 9) – Impaired.

On the Effective Date, all Interests shall be deemed cancelled, null, and void. Holders of Interests shall receive no distribution under the Plan and are conclusively deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code.

2.4 Special Provisions Relating to the Rights of Setoff of Creditors

Nothing in this Plan shall expand or enhance a creditor's right of setoff, which shall be determined as of the Petition Date. Nothing in this Plan is intended to, or shall be interpreted to, approve any creditor's effectuation of a postpetition setoff, and creditors may not effectuate any postpetition setoff without the consent of GCM or, after the Effective Date, the Liquidating Trustee, unless prior Bankruptcy Court approval has been obtained.

ARTICLE III
ACCEPTANCE OR REJECTION OF THE PLAN

3.1 Impaired Classes of Claims Entitled to Vote

Only the Holders of Class 3 Comilog Secured Claims, Class 6 General Unsecured Claims, Class 7 Subordinated Claims, and Class 8 Super-Subordinated Claims are entitled to vote to accept or reject this Plan.

3.2 Acceptance by an Impaired Class

In accordance with section 1126(c) of the Bankruptcy Code and except as provided in section 1126(e) of the Bankruptcy Code, an impaired Class of Claims shall have accepted this Plan if this Plan is accepted by the Holders of at least two-thirds in dollar amount and more than one-half in number of Allowed Claims of such Class that have timely and properly voted to accept or reject this Plan. Because Classes 1, 3, 6, 7, and 8 are impaired, the votes of Holders of Claims in Classes 1, 3, 6, 7, and 8 that are not Disputed Claims will be solicited.

3.3 Presumed Acceptances by Unimpaired Classes

Holders of Class 1 DIP Claims, Class 2 Other Secured Claims, Class 4 CRP Administrative Claims, and Class 5 Other Priority Claims are not impaired by this Plan. Under section 1126(f) of the Bankruptcy Code, Holders of such Claims are conclusively presumed to have accepted this Plan, and the votes of the Holders of such Claims shall not be solicited.

3.4 Classes Deemed to Reject this Plan

Holders of Class 9 Interests are not entitled to receive any distribution under this Plan. Pursuant to section 1126(g) of the Bankruptcy Code, Class 9 is conclusively deemed to have rejected this Plan and the votes of Holders of Interests therefore will not be solicited.

3.5 Claims Subject to Section 502(d) of the Bankruptcy Code

Pursuant to section 502(d) of the Bankruptcy Code, a Claim shall be disallowed if it is held by a Holder from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, unless such Holder has paid the amount, or turned over any such property, for which such Holder is liable under section 522(i), 542, 543, 550, or 553 of the Bankruptcy Code. Therefore, any Holder that is subject to section 502(d) of the Bankruptcy Code shall have its Claim(s) deemed Disputed Claim(s) and shall not be entitled to vote to accept or reject the Plan.

ARTICLE IV
MEANS FOR IMPLEMENTATION OF THE PLAN

4.1 Wind Down of GCM and Summary of Division of Assets

On the Effective Date, as set forth in more detail below, the Liquidating Trust Assets will be delivered to and vest in the Liquidating Trust and will be managed by the Liquidating Trustee. The Liquidating Trustee shall cooperate to take all necessary steps to effect the orderly wind down and dissolution of GCM. For the avoidance of doubt, neither GCM nor the Liquidating Trust shall be required to file reports or other documents with TCEQ.

4.2 Liquidating Trust

4.2.1 Liquidating Trust Generally

On or prior to the Effective Date, the Liquidating Trust shall be established pursuant to the Liquidating Trust Agreement for the purpose of liquidating the Estate and distributing the proceeds thereof to creditors in accordance with the terms of the Plan and the Liquidating Trust Agreement. Subject to and to the extent set forth in the Plan, the Confirmation Order, the Liquidating Trust Agreement, or other agreement (or any other order of the Bankruptcy Court entered pursuant to or in furtherance hereof), the Liquidating Trust (and the Liquidating Trustee) shall be empowered to: (a) effect all actions and execute all agreements, instruments and other documents necessary to implement the Liquidating Trust provisions of the Plan; (b) accept, preserve, receive, collect, manage, invest, supervise, prosecute, settle, and protect the Liquidating Trust Assets (directly or through its professionals, in accordance with the Plan); (c) sell, liquidate, transfer, distribute, abandon, or otherwise dispose of the Liquidating Trust Assets (directly or through its professionals) or any part thereof or any interest in this Plan upon such terms as the Liquidating Trustee determines to be necessary, appropriate, or desirable; (d) calculate and make distributions to Holders of Allowed Claims pursuant to the procedures for allowing Claims and making distributions prescribed in the Plan; (e) comply with the Plan and exercise the Liquidating Trustee's rights and fulfill his or her obligations thereunder; (f) review, reconcile, or object to Claims and resolve such objections as set forth in the Plan; (g) pursue Causes of Action transferred to the Liquidating Trust; (h) retain and compensate professionals to represent the Liquidating Trustee, as necessary and appropriate to comply with the terms of this Plan and the Liquidating Trust Agreement without further authority from the Bankruptcy Court; (i) establish and maintain a Disputed Claims Reserve; (j) file appropriate Tax returns and other reports on behalf of the Liquidating Trust and pay Taxes or other obligations owed by the Liquidating Trust; (k) exercise such other powers as may be vested in the Liquidating Trustee under the Liquidating Trust Agreement or the Plan, or as deemed by the Liquidating Trustee to be necessary and proper to implement the provisions of the Plan and the Liquidating Trust Agreement; (l) object to the amount of any Claim on the Schedules if the Liquidating Trustee determines in good faith that the Claim is invalid or has previously been paid or satisfied; (m) pay any and all residual statutory fees of GCM as provided in Section 2.1.1.b of this Plan; and (n) dissolve the Liquidating Trust in accordance with the terms of the Liquidating Trust Agreement. Notwithstanding anything to the contrary in this Section, the Liquidating Trust's primary purpose is liquidating the Liquidating Trust Assets transferred to it by GCM and making distributions from the Liquidating Trust to Holders of Allowed Claims.

4.2.2 Funding of and Transfer of Assets into the Liquidating Trust

On the Effective Date, the Liquidating Trust Assets shall be deemed transferred to the Liquidating Trust and the Liquidating Trustee shall thereafter make a good faith determination of the fair market value of the Liquidating Trust Assets. The Liquidating Trust Assets will be transferred to, vest in, and be preserved for the Liquidating Trust on the Effective Date, free and clear of all liens, Claims, and other encumbrances. GCM will take such action as requested by the Liquidating Trustee to effectuate the transfer of the Liquidating Trust Assets.

a. The Liquidating Trustee shall have the authority to create sub-accounts or sub-trusts within the Liquidating Trust, into which the Liquidating Trustee may deposit any non-Cash property, including real or personal property pending its liquidation. The

Liquidating Trustee, as trustee of such sub-accounts or sub-trusts, may hold legal title to such property. Once liquidated, any Cash proceeds of such sub-accounts or sub-trusts shall be deposited directly into the primary trust account.

b. The act of transferring assets and rights to the Liquidating Trustee of the Liquidating Trust, as authorized by the Plan, shall not be construed to destroy or limit any such assets or rights or be construed as a waiver of any right, and such rights may be asserted by the Liquidating Trust as if the asset or right was still held by GCM.

4.2.3 Liquidating Trustee and Trust Advisory Committee

The initial Liquidating Trustee shall be selected by GCM. The powers, rights and responsibilities of the Liquidating Trustee shall be specified in the Liquidating Trust Agreement and shall include the authority and responsibility to fulfill the rights and obligations identified in this Plan. For the avoidance of doubt, the Liquidating Trustee shall have exclusive standing to pursue all Causes of Action. Other rights and duties of the Liquidating Trustee and the beneficiaries of the Liquidating Trust shall be as set forth in the Liquidating Trust Agreement.

4.2.4 Liquidating Trust Agreement

The Liquidating Trust Agreement generally will provide for, among other things: (a) the payment of reasonable compensation to the Liquidating Trustee; (b) the payment of other Liquidating Trust Expenses, including the cost of pursuing the claims, rights, and Causes of Action assigned to the Liquidating Trust; (c) the retention of counsel, accountants, financial advisors, or other professionals and the payment of their compensation; (d) the investment of Cash by the Liquidating Trustee within certain limitations; (e) the preparation and filing of appropriate Tax returns and other reports on behalf of the Liquidating Trust and the payment of Taxes or other obligations owed by the Liquidating Trust; (f) the orderly liquidation of the Liquidating Trust's assets; and (g) the litigation, settlement, abandonment, or dismissal of any claims, rights, or Causes of Action assigned to the Liquidating Trust.

4.2.5 Reports to be Filed by the Liquidating Trustee

The Liquidating Trustee, on behalf of the Liquidating Trust, for the sole purpose of providing information to Holders of Claims, shall File with the Bankruptcy Court (and provide to any other party entitled to receive any such report pursuant to the Liquidating Trust Agreement), as soon as practicable after June 30 and December 31 of each calendar year, a semi-annual report regarding the administration of property subject to its ownership and control pursuant to the Plan, distributions made by it, and other matters relating to the implementation of the Plan.

4.2.6 Liquidating Trust Expenses

Except as otherwise ordered by the Bankruptcy Court, the Liquidating Trust Expenses (including the reasonable and necessary fees and expenses of any professionals assisting the Liquidating Trustee in carrying out its duties under the Plan) will be funded by the Liquidating Trust Assets in accordance with the Liquidating Trust Agreement without further order from the Bankruptcy Court.

4.2.7 Indemnification

The Liquidating Trust Agreement may include reasonable and customary indemnification provisions for the benefit of the Liquidating Trustee and/or other parties. Any such indemnification shall be the sole responsibility of the Liquidating Trust and payable solely from the Liquidating Trust Assets.

4.2.8 Tax Treatment

The Liquidating Trust is intended to be treated for U.S. federal income tax purposes in part as a liquidating trust described in Treasury Regulation § 301.7701-4(d) and in part as one or more Disputed Claims reserves treated either as discrete trusts taxed pursuant to Section 641 *et seq*. of the Internal Revenue Code or as disputed ownership funds described in Treasury Regulation § 1.468B-9. For federal income tax purposes, the transfer of assets by GCM to the Liquidating Trust will be treated in part as the transfer of assets by GCM to the Holders of Allowed Claims, subject to any Liabilities of GCM or the Liquidating Trust payable from the proceeds of such assets, followed by the transfer of such assets (subject to such Liabilities) by such Holders to the Liquidating Trust in exchange for interests in the trust, and in part as the transfer of assets by GCM to one or more Disputed Claims reserves. The Holders of Allowed Claims will be treated for federal income tax purposes as the grantors and deemed owners of their respective shares of the assets in the Liquidating Trust (subject to such Liabilities), depending on their rights to distributions under the Plan. As grantors and deemed owners of such assets, the Holders of Allowed Claims will be required to include in income their respective shares of the income, deductions, gains, losses and credits attributable to such assets. The Holders of Allowed Claims will be required to use the values assigned to such assets by the Liquidating Trustee for all federal tax purposes, including the recognition of income, deduction, gain or loss with respect to their Allowed Claims and any gain or loss recognized on the subsequent disposition of an asset in which the Holder holds an interest. The Liquidating Trust Agreement will contain certain provisions to comply with IRS guidance for trusts treated as liquidating trusts. Among other things, the agreement will (a) require that the Liquidating Trust terminate no later than five (5) years after the Effective Date, subject to extension with Bankruptcy Court approval within six (6) months of the beginning of the extended term, (b) limit the Liquidating Trustee's investment powers, (c) limit the business operations carried on by the Liquidating Trust to activities reasonably necessary to and consistent with the Liquidating Trust's liquidating purpose, (d) prohibit the Liquidating Trust from receiving or retaining Cash or Cash equivalents in excess of an amount reasonably necessary to meet Claims and contingent Liabilities or to maintain the value of the trust assets during liquidation and, (e) distribute at least annually to the Holders of Allowed General Unsecured Claims the Liquidating Trust's net income and the net proceeds from the sale of Liquidating Trust Assets in excess of an amount reasonably necessary to meet senior Claims and contingent Liabilities (including Disputed Claims) and to maintain the value of the Liquidating Trust Assets. Liquidating Trust Assets reserved for Holders of Disputed Claims will be treated as one or more Disputed Claims reserves for tax purposes, which will be subject to an entity-level Tax on some or all of their net income or gain. No Holder of a Claim will be treated as the grantor or deemed owner of an asset reserved for Disputed Claims until such Holder receives or is allocated an interest in such asset. The Liquidating Trustee will file all Tax returns on a basis consistent with the treatment of the Liquidating Trust in part as a liquidating trust (and grantor trust pursuant to Treasury Regulation § 1.671-1(a)) and, subject to definitive guidance by the IRS, in part as one or more Disputed Claims reserves taxed as discrete trusts or disputed ownership funds, and will pay all Taxes owed

from Liquidating Trust Assets, provided that income taxes of the Disputed Claims reserves shall only be paid from the Liquidating Trust Assets allocable to the Disputed Claims reserves.

4.2.9 Disposition of Assets by the Liquidating Trustee

Subject to the provisions of the Liquidating Trust Agreement, the Liquidating Trustee may, without further order of the Bankruptcy Court, conduct any sales or liquidations of non-Cash Liquidating Trust Assets from the Liquidating Trust on any terms he or she deems reasonable.

4.2.10 Settlement of Causes of Actions and Disputed Claims

Subject to the provisions of the Liquidating Trust Agreement, the Liquidating Trustee may settle, compromise, abandon, or withdraw any Cause of Action on any grounds or terms he or she deems reasonable, without further order of the Bankruptcy Court.

4.2.11 Preservation of Causes of Action; Avoidance Actions

On the Effective Date, GCM will transfer to the Liquidating Trustee, and the Liquidating Trustee will have the standing to pursue, as the representative of the Estate under section 1123(b) of the Bankruptcy Code, all Causes of Action, and the Liquidating Trustee may enforce any Causes of Action that GCM or the Estate may hold against any entity to the extent not expressly released under the Plan, the Committee Settlement Agreement, the TCEQ Settlement Agreement, or by any Final Order of the Bankruptcy Court.

4.3 Restructuring Transactions

GCM and the Liquidating Trustee are authorized to execute, deliver, file, or record such contracts, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan. Pursuant to section 1146(a) of the Bankruptcy Code, the following will not be subject to any stamp Tax, real estate transfer Tax, mortgage recording Tax, sales or use Tax, or similar Tax: (a) the creation of any mortgage, deed of trust, lien, or other security interest; (b) the making or assignment of any lease or sublease; or (c) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including any merger agreements, agreements of consolidation, restructuring, disposition, liquidation or dissolution, deeds, bills of sale, or assignments executed in connection with any of the foregoing or pursuant to the Plan.

4.4 Transition Services Agreements

Unless terminated prior to the Effective Date, GCM shall continue to perform under the Transition Services Agreements after the Effective Date until the Transition Services Agreements are terminated. To the extent necessary, GCM and/or the Liquidating Trustee shall fund any expense that GCM is required to incur in order to perform GCM's obligations under the Transition Services Agreements.

4.5 Utility Deposits

All utilities holding a Utility Deposit shall immediately after the Effective Date return or refund such Utility Deposit to GCM. At the sole option of GCM, GCM may apply any Utility Deposit that has not been refunded to GCM in satisfaction of any postpetition payments due or to become due from GCM to a utility holding such a Utility Deposit.

4.6 Sources of Cash for Plan Distributions

Except as otherwise provided in this Plan or the Confirmation Order, all Cash necessary for the payments pursuant to this Plan shall be obtained from existing Cash balances or from the liquidation of non-Cash assets, or, in the case of payments to be made by the Liquidating Trustee, from the proceeds of the Liquidating Trust Assets.

4.7 Comprehensive Settlement of Claims and Controversies

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan, including the releases set forth in Section 8.6, shall constitute a good faith compromise and settlement of all Claims or controversies relating to the rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest or any distribution to be made pursuant to the Plan on account of any Allowed Claim or Allowed Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such Claims or controversies and the Bankruptcy Court's finding that such compromise or settlement is in the best interests of GCM, its Estate, and Holders of Claims and Interests and is fair, equitable, and reasonable.

ARTICLE V
EXECUTORY CONTRACTS AND UNEXPIRED LEASES

5.1 Rejection of Executory Contracts and Unexpired Leases

To the extent not previously assumed or rejected in accordance with an Order of the Bankruptcy Court, all Executory Contracts, Unexpired Leases, or other agreements shall be deemed rejected pursuant to section 365 of the Bankruptcy Code as of the Effective Date.

5.2 Cure of Defaults

All Cure Amount Claims shall be deemed to have been satisfied in accordance with the terms and procedures of the Sale Order and Asset Purchase Agreement as of the Effective Date.

5.3 Bar Date for Rejection Damage Claims

To the extent not previously rejected in accordance with an Order of the Bankruptcy Court, Claims arising out of the rejection of an Executory Contract or Unexpired Lease pursuant to Section 5.1 must be Filed with the Bankruptcy Court and served on the Notice Parties by no later than thirty (30) days after the later of (a) notice of entry of an order approving the rejection of such Executory Contract or Unexpired Lease, including the Confirmation Order, or (b) notice of the entry of Confirmation Order, and upon allowance, shall be an Allowed General Unsecured

Claim. Any Claims not Filed within such applicable time periods shall be forever barred from receiving a distribution from GCM, the Estate, or the Liquidating Trust.

5.4 Approval of Rejection

Entry of the Confirmation Order shall constitute, pursuant to sections 365 and 1123 of the Bankruptcy Code, the approval of the rejection of all Executory Contracts and Unexpired Leases pursuant to Section 5.1 to the extent not previously assumed or rejected by order of the Bankruptcy Court.

5.5 Compensation and Benefit Programs

All employment and severance contracts and policies, and all compensation and benefit plans, policies, collective bargaining agreements, and programs of GCM applicable to its officers, employees, retirees, and non-employee directors, including, without limitation, all deferred compensation plans, savings plans, pension plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, life, and accidental death and dismemberment insurance plans and contracts, shall be deemed and treated as executory contracts under the Plan and on the Effective Date shall be rejected and terminated pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. For the avoidance of doubt, GCM and its successors, including the Liquidating Trustee, shall have no further obligation to perform under the foregoing programs.

ARTICLE VI
PROVISIONS GOVERNING DISTRIBUTIONS

6.1 Distributions for Claims Allowed as of the Effective Date

Except as otherwise provided in this Article VI, distributions of Cash to be made on the Effective Date to Holders of Claims as provided by Article II that are Allowed as of the Effective Date shall be made on the Effective Date or as promptly thereafter as practicable, but in any event no later than twenty (20) days after the Effective Date; or, with respect to undeliverable distributions, when the provisions of Section 6.4.2 are satisfied. Distributions on account of Claims that become Allowed after the Effective Date shall be made pursuant to Section 6.4.

6.2 Method of Distributions to Holders of Claims

The Liquidating Trustee, or such Third Party Disbursing Agent as the Liquidating Trustee may employ in his or her sole discretion, will make all distributions of Cash and other instruments or documents required under the Plan. Each Disbursing Agent will serve without bond.

6.3 Delivery of Distributions and Undeliverable or Unclaimed Distributions

6.3.1 Delivery of Distributions

Distributions to Holders of Allowed Claims shall be made: (i) at the addresses set forth on the respective proofs of Claim or request for payment of Administrative Claim Filed by Holders of such Claims, as applicable; (ii) at the address for a Claim transferee set forth in a valid and timely notice of transfer of Claim Filed with the Bankruptcy Court; (iii) at the

addresses set forth in any written notice of address change Filed with the Bankruptcy Court or delivered to the Claims and Noticing Agent after the date of Filing of any related proof of Claim; (iv) at the addresses reflected in GCM's Schedules if no proof of Claim has been Filed and the Claims and Noticing Agent has not received a written notice of a change of address; or (v) if clauses (i) through (iv) are not applicable, at the last address known or directed by such Holder after such Claim becomes an Allowed Claim.

6.3.2 Undeliverable Distributions Held by Disbursing Agents

a. Holding of Undeliverable Distributions

Subject to Section 6.3.2.c, distributions returned to a Disbursing Agent or otherwise undeliverable will remain in the possession of the Disbursing Agent until such time as a distribution becomes deliverable. The Liquidating Trustee, or such Third Party Disbursing Agent as may be employed by the Liquidating Trustee, holding undeliverable Cash will invest such Cash in a manner consistent with the Liquidating Trust Agreement.

b. After Distributions Become Deliverable

On each Distribution Date, the applicable Disbursing Agent will make all distributions that became deliverable to Holders of Allowed Claims since the previous Distribution Date; *provided, however*, that the applicable Disbursing Agent may, in its sole discretion, establish a record date prior to each periodic Distribution Date, such that only Allowed Claims as of the record date will participate in such periodic distribution. Notwithstanding the foregoing, the applicable Disbursing Agent reserves the right, to the extent it determines a distribution on any periodic Distribution Date is uneconomical or unfeasible, or is otherwise unadvisable, to postpone a Distribution Date.

c. Failure to Claim Undeliverable Distributions

Any Holder of an Allowed Claim that does not assert its right to an undeliverable distribution within the earlier of one (1) year of such distribution and the date that is ninety (90) days prior to the Final Distribution Date will be forever barred from asserting any such Claim against GCM, a Disbursing Agent, and their respective property or accounts. In such cases, unclaimed distributions held by a Disbursing Agent will be returned to the Liquidating Trust for distribution to other creditors, and the Liquidating Trustee shall have no responsibility to make further distributions to such creditor. Any unclaimed distributions or any distributions that are returned as undeliverable and unclaimed under this Section 6.3.2.c, will become property of the Liquidating Trust free of any restrictions thereon. Any distributions that are made on the Final Distribution Date and that are undeliverable or (in the event of a distribution made by check) remain uncashed for one hundred-eighty (180) days after the Final Distribution Date shall be distributed to a charitable organization selected by the Liquidating Trustee. Upon such distribution, the Liquidating Trustee shall be deemed to have satisfied his or her obligations to make distributions under the Plan and shall not be required to make additional distributions. Nothing contained in the Plan will require GCM, the Liquidating Trustee, or a Disbursing Agent to attempt to locate any Holder of an Allowed Claim.

6.3.3 Tax Information

The Liquidating Trustee shall require Holders of Allowed Claims to furnish to the Liquidating Trustee an employer or tax identification number as assigned by the IRS or any other applicable governmental entity, and the Liquidating Trustee may condition any Distribution to any Holder of an Allowed Claim upon receipt of such identification number. For the avoidance of doubt, the Liquidating Trustee may request Bankruptcy Court authority to release funds set aside for Distribution to Holders of Allowed Claims who have not provided proper tax identification numbers and make those funds available to the remaining Holders of Allowed Claims. Neither the Liquidating Trustee nor any other Disbursing Agent shall be required to make any distributions to Holders of Claims who have not provided such Disbursing Agent with requested tax reporting information.

6.4 Timing and Calculation of Amounts to be Distributed

6.4.1 Initial Distributions on Account of Allowed Claims and Interests

Distributions to be made to Holders of Allowed Administrative Claims, Allowed DIP Claims, Allowed Comilog Secured Claims, Allowed Other Secured Claims, Allowed CRP Administrative Claims, Allowed Priority Tax Claims, and Allowed Other Priority Claims shall be made as soon as practicable after the date such Claim becomes an Allowed Claim or the Effective Date, whichever is later.

6.4.2 Subsequent Distributions on Account of Allowed Unsecured Claims and Interests

a. Selection of Distribution Dates

Except where this Plan requires the making of a distribution on account of a particular Allowed Claim within a particular time, the Liquidating Trustee shall have the authority to select Distribution Dates that, in the judgment of the Liquidating Trustee, provide Holders of Allowed Claims and Interests with payments as quickly as reasonably practicable while limiting the costs incurred by the distribution process; *provided*, *however*, that a Distribution Date must occur at least once every six months, if any amounts are available for distribution on such date, subject to Section 6.3.2.b.

b. Estimation of Claims

The Liquidating Trustee may, at any time, request that the Bankruptcy Court, on proper notice, estimate any Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Disputed Claim, including during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any Disputed Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation of 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 Distribution on such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the Plan are cumulative and not necessarily exclusive of one another. Disputed Claims may be estimated and

subsequently comprised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

c. Provisions for Excess Funds

After the Final Distribution Date, if the Liquidating Trust receives or retains any funds and, in good faith, does not believe that an additional distribution will be cost effective or materially beneficial to creditors, the Liquidating Trustee may donate such excess funds to a charitable organization of his or her choice.

6.4.3 Provisions Governing Disputed Claims Reserve

a. Funding

On the Effective Date or otherwise prior to the initial distributions under Section 6.4.2, the Disputed Claims Reserve will be established by the Liquidating Trustee for the benefit of Holders of Disputed Claims that become Allowed Claims. Solely for the purpose of calculating the Assets to be contributed to the Disputed Claims Reserve, all Disputed Claims will be treated (solely for purposes of establishing the Disputed Claims Reserve) as Allowed Claims in the Face Amount of such Claims as of the Effective Date. In making and establishing the Disputed Claims Reserve with respect to unliquidated Claims, the Liquidating Trustee may rely on GCM's estimates as to Disputed Claims and will have no liability therefore in the absence of bad faith or gross negligence, and GCM shall have no liability for its estimation of unliquidated Disputed Claims in the absence of bad faith or gross negligence. As Disputed Claims are resolved, the Liquidating Trustee or Third Party Disbursing Agent shall make adjustments to the reserves for Disputed Claims, but neither GCM nor the Liquidating Trustee shall be required to increase such reserves from and after the Effective Date. The Liquidating Trustee may File a motion seeking an order of the Bankruptcy Court approving additional procedures for the establishment of the Disputed Claims Reserve.

b. Recourse

Each Holder of an Allowed Claim and each Holder of a Disputed Claim that ultimately becomes an Allowed Claim will have recourse only against the Disputed Claims Reserve and not to any other assets held by the Liquidating Trust, its property, or any assets previously distributed on account of any Allowed Claim.

c. No Transfer of Rights

The rights of Holders of Allowed Claims to receive distributions from the Disputed Claims Reserve in accordance with the Plan shall be non-transferable, except with respect to a transfer by will, the laws of descent and distribution, or operation of law.

6.5 Other Provisions Applicable to Distributions in All Classes

6.5.1 Postpetition Interest

On and after the Petition Date, no interest shall have accrued on any Claim that is not an Allowed DIP Claim, an Allowed Comilog Secured Claim, or an Allowed Other Secured Claim that is oversecured.

6.5.2 Allocation of Distributions

All distributions to a Holder of an Allowed Claim that has components of principal and interest shall be deemed to apply first to the principal amount of such Claim until such principal amount is paid in full, and then the remaining portion of such distributions, if any, shall be deemed to apply to any applicable accrued interest included in such Claim.

6.6 Holders of Record

Transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 for which a notice of transfer has been Filed on or prior to the close of business on the Confirmation Date shall be treated as the Holders of such Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to such transfer has not expired by the Confirmation Date. No transfers Filed with the Bankruptcy Court after the Confirmation Date shall be recognized by the Liquidating Trustee.

6.7 Means of Cash Payments

Except as otherwise specified in this Plan, Cash payments made pursuant to the Plan shall be in U.S. currency by checks drawn on a domestic bank selected by GCM, the Liquidating Trustee, or any Disbursing Agent, as applicable, or by wire transfer, electronic funds or ACH from a domestic bank; *provided, however*, that Cash payments to foreign Holders of Allowed Claims may be made, in the sole discretion of the Liquidating Trustee or any Disbursing Agent, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

6.8 Withholding Requirements

6.8.1 Withholding

In connection with the Plan, to the extent applicable, each Disbursing Agent will comply with all applicable Tax withholding and reporting requirements imposed on it by any governmental unit, and all distributions pursuant to the Plan will be subject to applicable withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, each Disbursing Agent will be authorized to take any actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding Taxes or establishing any other mechanisms the Disbursing Agent believes are reasonable and appropriate, including requiring Claim Holders to submit appropriate Tax and withholding certifications. To the extent any Claim Holder fails to submit appropriate Tax and withholding certifications as required by the Disbursing Agent, such Claim Holder's distribution will be deemed undeliverable and subject to Section 6.4.2.

6.8.2 Distributions

Notwithstanding any other provision of the Plan, each entity receiving a distribution of Cash pursuant to the Plan shall have 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.

6.8.3 Allocations

GCM reserves the right to allocate and distribute all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens, and similar encumbrances.

6.9 Setoffs

Except with respect to claims of GCM released pursuant to the Plan or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, GCM or the Liquidating Trustee on behalf of GCM may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Claim (before any distribution is made on account of such Claim) the claims, rights, and causes of action of any nature that GCM or the Liquidating Trust may hold against the Holder of such Allowed Claim; *provided*, *however*, that neither the failure to effect a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by GCM or the Liquidating Trust of any claims, rights, and causes of action that GCM or the Liquidating Trust may possess against a Claim Holder, which are expressly preserved.

ARTICLE VII
PROCEDURES FOR RESOLVING DISPUTED CLAIMS

7.1 No Distributions Pending Allowance

Notwithstanding any other provision of the Plan, no payments or distributions shall be made on account of a Disputed Claim unless and until such Claim becomes an Allowed Claim.

7.2 Prosecution of Objections to Claims

7.2.1 Objections to Claims

All objections to Claims must be Filed and served on the Holders of such Claims, and any amendment to the Schedules to reduce the scheduled Claim of such Holder, must be made by GCM or the Liquidating Trustee no later than the Claims Objection Bar Date.

7.2.2 Authority to Prosecute Objections

On or after the Effective Date, the Liquidating Trustee shall have the sole authority to File, settle, compromise, withdraw, or litigate to judgment objections to Claims.

7.2.3 Authority to Amend Schedules

After the Effective Date, the Liquidating Trustee shall have the authority to amend the Schedules with respect to any Claim, and to make distributions based on such amended Schedules without approval of the Bankruptcy Court, *provided, however*, that the Liquidating Trustee shall seek prior approval from the Bankruptcy Court prior to increasing by more than $50,000 the proposed Allowed amount of any Claim on the Schedules. In addition, if any such amendment to the Schedules reduces the amount of a Claim or changes the nature or priority of a Claim, the Liquidating Trustee shall provide the Holder of such Claim with notice of such

amendment and such Holder shall have thirty (30) days to File an objection to such amendment with the Bankruptcy Court. The notice shall contain the same specificity to affected creditors that would be required if the Schedules amendment was a Claim objection. If no such objection is Filed, the Liquidating Trustee may proceed with distributions based on such amended Schedules without approval of the Bankruptcy Court. Notwithstanding anything contained in this Section 7.2.3 or this Plan to the contrary, the Liquidating Trustee shall have the authority to object to the amount of any Claim indicated on the Schedules if the Liquidating Trustee determines in good faith that the Claim is fully or partially invalid or has previously been paid or satisfied.

7.2.4 Request for Extension of Claims Objection Bar Date

Upon motion to the Bankruptcy Court, the Liquidating Trustee may request, and the Bankruptcy Court may grant, an extension to the Claims Objection Bar Date generally or with respect to a specific list of Claims. Any extension granted by the Bankruptcy Court shall not be considered to be a Plan modification under section 1127 of the Bankruptcy Code.

7.3 Distributions on Account of Disputed Claims Once Allowed

Distributions on account of Disputed Claims that become Allowed Claims after the Effective Date shall be made in accordance with Section 6.4 of the Plan.

ARTICLE VIII
CONFIRMATION OF THE PLAN

8.1 Conditions Precedent to Confirmation

The following conditions are conditions to the entry of the Confirmation Order unless such conditions, or any of them, have been satisfied or duly waived pursuant to Section 8.3:

A. The Confirmation Order shall be reasonably acceptable in form and substance to GCM.

B. The Plan shall not have been materially amended, altered, or modified from the Plan as Filed on June [●], 2017, unless such material amendment, alteration or modification has been made in accordance with Section 10.1 of the Plan.

8.2 Conditions Precedent to the Effective Date

The Effective Date shall not occur, and the Plan shall not be consummated, unless and until each of the following conditions have been satisfied or duly waived pursuant to Section 8.3:

A. The Bankruptcy Court shall have entered the Confirmation Order, and the Confirmation Order shall be a Final Order.

B. No stay of the Confirmation Order shall then be in effect.

C. The Liquidating Trust Agreement shall be executed and the Liquidating Trustee shall have been appointed and accepted such appointment.

D. The Plan shall not have been materially amended, altered, or modified from the Plan as confirmed by the Confirmation Order, unless such material amendment, alteration, or modification has been made in accordance with Section 10.1 of the Plan.

8.3 Waiver of Conditions to Confirmation or Effective Date

The conditions to Confirmation and the conditions to the Effective Date may be waived in whole or in part at any time only by GCM without an order of the Bankruptcy Court.

8.4 Cramdown

GCM requests Confirmation under section 1129(b) of the Bankruptcy Code with respect to any Class that is determined to be impaired or any creditor that has not accepted or is deemed not to have accepted the Plan pursuant to section 1126 of the Bankruptcy Code, including, to the extent necessary, Disputed Claims not entitled to vote under the Plan.

8.5 Effect of Nonoccurrence of Conditions to the Effective Date

If each of the conditions to the Effective Date is not satisfied or duly waived in accordance with Section 8.3, then upon motion by GCM made before the time that each of such conditions has been satisfied and upon notice to such parties in interest as the Bankruptcy Court may direct, the Confirmation Order shall be vacated by the Bankruptcy Court; *provided*, *however*, that, notwithstanding the Filing of such motion, the Confirmation Order may not be vacated if each of the conditions to the Effective Date is satisfied or waived before the Bankruptcy Court enters an order granting such motion. If the Confirmation Order is vacated pursuant to this Section 8.5: (1) the Plan shall be null and void in all respects, including with respect to the releases described in Section 8.6; (2) nothing contained in the Plan shall (a) constitute a waiver or release of any Claims by or against GCM; (b) prejudice in any manner the rights of GCM or any other party in interest; or (c) the Liquidating Trust, if already created, shall be promptly dissolved.

8.6 Effect of Confirmation of the Plan

8.6.1 Limitation of Rights of Holders of Claims

Pursuant to section 1141(d)(3) of the Bankruptcy Code, Confirmation shall not discharge Claims against GCM; *provided*, *however*, that no Holder of a Claim against GCM may, on account of such Claim, seek or receive any payment or other distribution from, or seek recourse against, GCM, the Liquidating Trustee, or property of the Estate or the Liquidating Trust, except as expressly provided in the Plan.

8.6.2 Release by GCM

PURSUANT TO SECTION 1123(B) OF THE BANKRUPTCY CODE, FOR GOOD AND VALUABLE CONSIDERATION, ON AND AFTER THE EFFECTIVE DATE, EACH RELEASED PARTY IS DEEMED RELEASED BY GCM, THE ESTATE, AND THE LIQUIDATING TRUST FROM ANY AND ALL CLAIMS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES, AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS, ASSERTED OR ASSERTABLE BY OR ON BEHALF OF GCM OR THE LIQUIDATING TRUST, AS

APPLICABLE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, OR OTHERWISE, THAT GCM, THE ESTATE, OR THE LIQUIDATING TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT IN THEIR OWN RIGHT (WHETHER INDIVIDUALLY OR COLLECTIVELY), BY OR ON BEHALF OF THE HOLDER OF ANY CLAIM OR INTEREST OR OTHER ENTITY, BASED ON OR RELATED TO, OR IN ANY MANNER ARISING FROM, IN WHOLE OR IN PART, THE DEBTORS, THE CHAPTER 11 CASES, THE PURCHASE, SALE, OR RESCISSION OF THE PURCHASE OR SALE OF ANY ASSET OF THE DEBTORS, THE SUBJECT MATTER OF, OR THE TRANSACTIONS OR EVENTS GIVING RISE TO, ANY CLAIM OR INTEREST THAT IS TREATED IN THE PLAN, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN ANY DEBTOR AND ANY RELEASED PARTY, THE TREATMENTS OF CLAIMS AND INTERESTS PRIOR TO OR IN THE CHAPTER 11 CASES, THE NEGOTIATION, FORMULATION, OR PREPARATION OF THE ANY AGREEMENT OR OTHER DOCUMENT FORMALIZING THE TRANSACTIONS CONTEMPLATED BY THE PLAN, OR RELATED AGREEMENTS, INSTRUMENTS, OR OTHER DOCUMENTS (INCLUDING, FOR THE AVOIDANCE OF DOUBT, PROVIDING ANY LEGAL OPINION REQUESTED BY ANY ENTITY REGARDING ANY TRANSACTION, CONTRACT, INSTRUMENT, DOCUMENT, OR OTHER AGREEMENT CONTEMPLATED BY THE PLAN OR THE RELIANCE BY ANY RELEASED PARTY ON THE PLAN OR THE CONFIRMATION ORDER IN LIEU OF SUCH LEGAL OPINION), UPON ANY OTHER ACT OR OMISSION, TRANSACTION, AGREEMENT, EVENT, OR OTHER OCCURRENCE TAKING PLACE ON OR BEFORE THE EFFECTIVE DATE, OTHER THAN CLAIMS OR LIABILITIES ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF A RELEASED PARTY THAT CONSTITUTES ACTUAL FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.

8.6.3 Injunction

EXCEPT AS PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, AS OF THE CONFIRMATION DATE, ALL ENTITIES THAT HAVE HELD, CURRENTLY HOLD, OR MAY HOLD A CLAIM OR OTHER DEBT OR LIABILITY AGAINST GCM OR AN INTEREST OR OTHER RIGHT OF AN EQUITY SECURITY HOLDER SHALL BE DEEMED PERMANENTLY ENJOINED FROM TAKING ANY OF THE FOLLOWING ACTIONS ON ACCOUNT OF ANY SUCH CLAIMS, DEBTS, LIABILITIES, INTERESTS, OR RIGHTS: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING AGAINST THE EXCULPATED PARTIES, THE LIQUIDATING TRUST, OR THE LIQUIDATING TRUSTEE, OR THEIR RESPECTIVE PROPERTY; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE EXCULPATED PARTIES, THE LIQUIDATING TRUST, OR THE LIQUIDATING TRUSTEE, OR THEIR RESPECTIVE PROPERTY; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE AGAINST THE EXCULPATED PARTIES, THE LIQUIDATING TRUST, OR THE LIQUIDATING TRUSTEE, OR THEIR RESPECTIVE PROPERTY; (D) ASSERTING A RIGHT OF SUBORDINATION OF ANY KIND AGAINST ANY DEBT, LIABILITY, OR OBLIGATION DUE TO THE EXCULPATED PARTIES, THE LIQUIDATING TRUST, OR THE LIQUIDATING TRUSTEE, OR THEIR RESPECTIVE PROPERTY; AND

(E) COMMENCING OR CONTINUING ANY ACTION, IN ANY MANNER, IN ANY PLACE THAT DOES NOT COMPLY WITH OR IS INCONSISTENT WITH THE PROVISIONS OF THE PLAN.

8.6.4 Exculpation

SUBJECT TO THE OCCURRENCE OF THE EFFECTIVE DATE, NONE OF THE EXCULPATED PARTIES SHALL HAVE OR INCUR ANY LIABILITY TO ANY HOLDER OF A CLAIM OR INTEREST OR ANY OTHER PARTY FOR ANY ACT OR OMISSION IN CONNECTION WITH, RELATED TO, OR ARISING OUT OF, THE GCM CHAPTER 11 CASE AND THE PLAN, THE PURSUIT OF CONFIRMATION OF THE PLAN, THE CONSUMMATION OF THE PLAN, OR THE ADMINISTRATION OF THE PLAN OR THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN; PROVIDED THAT THE EXCULPATED PARTIES SHALL BE ENTITLED TO RELY UPON THE ADVICE OF COUNSEL WITH RESPECT TO THEIR DUTIES AND RESPONSIBILITIES UNDER THE PLAN; PROVIDED FURTHER THAT NOTHING IN THE PLAN SHALL, OR SHALL BE DEEMED TO, RELEASE THE EXCULPATED PARTIES, OR EXCULPATE THE EXCULPATED PARTIES WITH RESPECT TO, THEIR RESPECTIVE OBLIGATIONS OR COVENANTS, IF ANY, ARISING PURSUANT TO THE PLAN AND NOTHING IN THE PLAN SHALL BE DEEMED TO RELEASE THE EXCULPATED PARTIES, OR EXCULPATE THE EXCULPATED PARTIES, WITH RESPECT TO WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. NOTHING HEREIN SHALL (I) LIMIT ANY OF THE RELEASES PROVIDED FOR IN THE COMMITTEE SETTLEMENT AGREEMENT, THE TCEQ SETTLEMENT AGREEMENT, OR THE DIP ORDER, OR (II) EXCUSE ANY PROFESSIONAL RETAINED IN THE DEBTORS' CHAPTER 11 CASES FROM SEEKING BANKRUPTCY COURT APPROVAL OF PROFESSIONAL FEES AND/OR ABIDING BY ANY BANKRUPTCY COURT ORDER REGARDING THE PAYMENT OF PROFESSIONAL FEES.

8.7 Effect of Entry of Confirmation Order

8.7.1 Finding that Votes on Plan Solicited in Good Faith

Entry of the Confirmation Order shall constitute a finding and judgment that votes for acceptance and rejection of the Plan were solicited in good faith and in compliance with sections 1125 and 1126 of the Bankruptcy Code and all other applicable provisions of the Bankruptcy Code, Bankruptcy Rules 3017, 3018, and 3019, the Disclosure Statement, all orders of the Bankruptcy Court, and any other applicable rules, laws, and regulations.

8.7.2 Plan Complies with Section 1129 of the Bankruptcy Code

Entry of the Confirmation Order shall constitute a finding and judgment that the Plan complies with section 1129 of the Bankruptcy Code.

8.7.3 Compromises and Settlements Comply with the Bankruptcy Code and the Bankruptcy Rules

Entry of the Confirmation Order shall constitute a finding and judgment that the compromises and settlements embodied in and contemplated by the Plan are in compliance with section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, are in the best interests of GCM, its Estate, and all Holders of Claims and Interests, are fair, equitable, and reasonable, and are approved.

8.7.4 Effect of Modification of Confirmation Order

Entry of the Confirmation Order shall constitute a finding and judgment that, if any of the provisions of the Confirmation Order are thereafter reversed, modified, or vacated by subsequent order of the Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts and or obligations incurred or undertaken under or in connection with the Plan prior to GCM's receipt of written notice of such order. Notwithstanding any such reversal, modification, or vacatur of the Confirmation Order, any such act or obligation incurred or undertaken pursuant to, or in reliance on, the Confirmation Order prior to the effective date of such reversal, modification, or vacatur shall be governed in all respect by the provision of the Confirmation Order and the Plan and all related documents or any amendments or modifications thereto.

8.8 Service of Notice of Entry of Confirmation Order

In accordance with Bankruptcy Rules 2002(f)(7) and 3020(c)(2), the Liquidating Trustee is directed to serve a notice of entry of the Confirmation Order and notice of the occurrence of the Effective Date upon (a) all parties listed in the creditor matrix maintained by the Claims and Noticing Agent and (b) such additional persons and entities as deemed appropriate by the Liquidating Trustee, no later than five (5) Business Days after the Effective Date. The Liquidating Trustee shall publish the notice of the entry of the Confirmation Order and notice of the occurrence of the Effective Date in the Houston Chronicle within seven (7) Business Days after the Effective Date. As soon as practicable after entry of this Order, GCM shall cause copies of the Confirmation Order to be available on the Claims and Noticing Agent's website at www.kccllc.net/gcmc, and as soon as practicable after the Effective Date, GCM shall cause copies of the notice of entry of the Confirmation Order and notice of occurrence of the Effective Date to be available on the same website.

8.9 Request for Waiver of Stay of Confirmation Order

This Plan shall serve as a motion seeking a waiver of the stay of the Confirmation Order imposed by Bankruptcy Rule 3020(e). Any objection to this request for waiver shall be Filed with the Bankruptcy Court and served on the Notice Parties on or before the date fixed by the Bankruptcy Court for filing objections to Confirmation of the Plan. In the event any such objections are timely Filed, a hearing with respect thereto shall occur at the Confirmation Hearing.

ARTICLE IX
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the GCM Chapter 11 Case after the Effective Date as is legally permissible, including jurisdiction to:

A. Allow, disallow, determine, liquidate, reduce, classify, re-classify, estimate, or establish the priority or secured or unsecured status of any Claim, including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the amount, allowance, priority, or classification of Claims;

B. Resolve any issues arising under the Asset Purchase Agreement or the Sale Order;

C. Either grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan for periods ending on or before the Effective Date;

D. Resolve any matters related to the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which GCM is a party or with respect to which GCM may be liable and to hear, determine, and, if necessary, liquidate any Claims arising therefrom, including any Cure Amount Claims;

E. Ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

F. Decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and either grant or deny any applications involving GCM that may be pending on the Effective Date or brought thereafter;

G. Enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents entered into or delivered in connection with the Plan, the Liquidating Trust Agreement, the Disclosure Statement, or the Confirmation Order;

H. Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation, or enforcement of the Plan or any contract, instrument, release, or other agreement or document that is entered into or delivered pursuant to the Plan, the Liquidating Trust Agreement, or any entity's rights arising from or obligations incurred in connection with the Plan, the Liquidating Trust Agreement, or such documents;

I. Modify the Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code; modify the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document entered into or delivered in connection with the Plan, the Disclosure Statement, or the Confirmation Order; or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document entered into, delivered, or created in connection with the Plan, the Disclosure Statement, or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan;

J. Issue injunctions, enforce the injunctions or releases contained in the Plan and the Confirmation Order, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation, implementation, or enforcement of the Plan or the Confirmation Order;

K. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked, or vacated or distributions pursuant to the Plan are enjoined or stayed;

L. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, or other agreement or document entered into or delivered in connection with the Plan, the Disclosure Statement, or the Confirmation Order;

M. Enforce or clarify any orders previously entered by the Bankruptcy Court in the GCM Chapter 11 Case;

N. Enter a final decree or decrees closing the GCM Chapter 11 Case;

O. Determine matters concerning state, local, and federal Taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code, including any Disputed Claims for Taxes;

P. Hear all matters arising out of the consummation of the Sale;

Q. Recover all assets of GCM and its Estate, wherever located; and

R. Hear any other matter not inconsistent with the Bankruptcy Code.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Amendment or Modification of the Plan

Subject to the restrictions on alteration, amendment and modification set forth in section 1127 of the Bankruptcy Code, GCM reserves the right to alter, amend, or modify the Plan before the Effective Date. A Holder of an impaired Claim that has voted to accept this Plan shall be deemed to have accepted the Plan, as altered, amended, or modified, if the proposed alteration, amendment, or modification does not materially and adversely change the treatment of the Claim or such Holder. Notwithstanding the foregoing, any alteration, amendment, or modification of the Plan shall be consistent in all respects with the Committee Settlement Agreement and the TCEQ Settlement Agreement.

10.2 Revocation, Withdrawal, or Non-Consummation of the Plan

GCM reserves the right to revoke or withdraw this Plan prior to the Confirmation Date and to file subsequent plans of liquidation. If GCM revokes or withdraws this Plan, or if confirmation or consummation does not occur, then: (a) this Plan shall be null and void in all respects; (b) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain any Claim or Interest or Class of Claims or Interests), rejection of executory contracts or leases affected by this Plan, and any document or agreement executed

pursuant to this Plan shall be deemed null and void; and (c) nothing contained in this Plan shall (i) constitute a waiver or release of any Claims by or against, or any Interests in, GCM or any other Person, (ii) prejudice in any manner the rights of GCM or any other Person or Entity, or (iii) constitute an admission of any sort by GCM or any other Person or Entity.

10.3 Severability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

10.4 Dissolution of the Committee

On the Effective Date, the Committee shall dissolve and all members, employees or agents thereof shall be discharged from all rights and duties arising from or related to the Chapter 11 Case.

10.5 Successors and Assigns

This Plan shall be binding upon and inure to the benefit of GCM and its successors and assigns, including without limitation, the Liquidating Trustee. The rights, benefits, and obligations of any Entity or Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such Entity or Person.

10.6 Notice

All notices, requests, and demands to or upon GCM or the Liquidating Trustee to be effective shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

[**TBD**]

with a copy to:

MCDONALD HOPKINS LLC
600 Superior Avenue, East
Suite 2100
Cleveland, Ohio 44114
Telephone: (216) 348-5400
Attn: Sean D. Malloy

10.7 Effectuating Documents and Further Transactions

GCM is authorized to execute, deliver, file, or record such contracts, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of this Plan.

10.8 Payment of Statutory Fees

All fees due and payable pursuant to 28 U.S.C. § 1930, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on the Effective Date.

10.9 Governing Law

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules, or other federal law is applicable, or to the extent that an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of Pennsylvania, without giving effect to the principles of conflicts of law of such jurisdiction.

10.10 Exhibits

All Exhibits to this Plan are incorporated and are a part of this Plan as if set forth in full herein.

10.11 Filing of Additional Documents

On or before substantial consummation of this Plan, GCM shall File such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan.

10.12 Events of Default

Unless otherwise provided elsewhere in the Plan, default with respect to GCM's obligations under the Plan to any Person entitled to receive a Distribution under the Plan shall not occur unless and until such Person has delivered written notice of such default to the Liquidating Trustee and the Liquidating Trustee has failed to cure such default within thirty (30) days after receipt of such written notice. If the Liquidating Trustee fails to cure a default, a Person shall have such remedies provided under applicable law.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows*]

Dated: June 7, 2017

Respectfully submitted,

GULF CHEMICAL & METALLURGICAL COMPANY

/s/ Eric Caridroit
Eric Caridroit
Title: Chief Executive Officer

Exhibit A

Defined Terms

As used in the Plan, capitalized terms have the meanings set forth below. Any term that is not otherwise defined in this Plan, but that is used in the Bankruptcy Code or the Bankruptcy Rules (as each such term is defined below), will have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

1. "503(b)(9) Claims" means Claims against GCM for goods received by GCM within 20 days before the Petition Date, as further described in section 503(b)(9) of the Bankruptcy Code.

2. "Administrative Claim" means, other than 503(b)(9) Claims and Excess Committee Professionals Claims, any Claim for costs and expenses of administration of the GCM Chapter 11 Case that is Allowed under section 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (x) actual and necessary costs and expenses incurred after the Petition Date in connection with preserving GCM's Estate and operating the business of GCM; (y) compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses Allowed by the Bankruptcy Court under sections 328, 330, 331, or 503(b) of the Bankruptcy Code to the extent incurred prior to the Effective Date; and (z) all Statutory Fees.

3. "Affiliate" shall have the meaning set forth in 11 U.S.C. § 101(2).

4. "Allowed… Claim" means an Allowed Claim in the particular Class or category specified.

5. "Allowed Claim" when used herein means:

(a) a Claim that (i) has been listed by GCM on its Schedules as other than disputed, contingent, or unliquidated and (ii) is not a Disputed Claim;

(b) a Claim (i) for which a proof of Claim or request for payment of Administrative Claim (or similar request) has been Filed by the Bar Date or otherwise has been deemed timely Filed under applicable law and (ii) that is not a Disputed Claim;

(c) a Claim that is expressly allowed: (i) in any stipulation or agreed order of the Bankruptcy Court executed by GCM or the Liquidating Trustee and the Claim Holder; (ii) in any contract, instrument, or other agreement entered into in connection with the Plan and, if prior to the Effective Date, approved by the Bankruptcy Court; (iii) in a Final Order; or (iv) pursuant to the terms of the Plan; or

(d) a Claim that Liquidating Trustee determines prior to the Claims Objection Bar Date (i) will not be subject to an objection or to an amendment to the Schedules and (ii) will be satisfied in accordance with the terms of the Plan.

6. "Asset Purchase Agreement" means that certain asset purchase agreement by and between GCM and the Purchaser attached to the Sale Order as Exhibit A, as it may have been amended.

7. "Assets" means all of GCM's property, rights, and interests that are property of GCM's Estate pursuant to section 541 of the Bankruptcy Code.

8. "Ballot" means the form or forms distributed to each Holder of a Claim entitled to vote on the Plan on which the Holder indicates, among other things, either acceptance or rejection of the Plan.

9. "Bankruptcy Code" means title 11 of the United States Code, as now in effect or hereafter amended, as applicable to the GCM Chapter 11 Case.

10. "Bankruptcy Court" means the United States Bankruptcy Court for the Western District of Pennsylvania.

11. "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, as now in effect or hereafter amended, as applicable to the GCM Chapter 11 Case.

12. "Bar Date" means a bar date established by the Bankruptcy Court, which is December 12, 2016, for all Claims arising prior to the Petition Date.

13. "BMC" means BMC Liquidation Company, a Delaware corporation, whose BMC Chapter 11 Case is being jointly administered with the GCM Chapter 11 Case under Case No. 16-22192-JAD.

14. "BMC Chapter 11 Case" means the case commenced under chapter 11 of the Bankruptcy Code by BMC in the Bankruptcy Court, Case No. 16-22195-JAD. For the avoidance of doubt, while the BMC Chapter 11 Case is being jointly administered with the GCM Chapter 11 Case, they are to separate bankruptcy cases.

15. "Business Day" means any day, other than a Saturday, Sunday, or Legal Holiday (as defined in Bankruptcy Rule 9006(a)).

16. "Cash" means legal tender of the United States of America and equivalents thereof.

17. "Cause of Action" or "Causes of Action" means, individually or collectively and without limitation, any action, cause of action, liability, obligation, right to legal or equitable remedies, suit, debt, sum of money, damage, judgment, claim and demand whatsoever, whether known or unknown, matured or unmatured, disputed or undisputed and whether asserted or assertable directly or derivatively in law, equity or otherwise held by GCM or the Estate as of the Effective Date.

18. "Chapter 11 Cases" means the GCM Chapter 11 Case and the BMC Chapter 11 Case.

19. "Claim" means a claim (as defined in section 101(5) of the Bankruptcy Code) against GCM.

20. "Claims and Noticing Agent" means Kurtzman Carson Consultants.

21. "Claims Objection Bar Date" means, for all Claims (other than Professional Fee Claims, which are treated in Section 2.1.1.c(ii) of the Plan), the latest of: (x) 150 days after the Effective Date, subject to extension by order of the Bankruptcy Court; (y) 90 days after the Filing of a proof of Claim for such Claim; and (z) such other period of limitation as may be specifically fixed by the Plan, the Confirmation Order, the Bankruptcy Rules, or a Final Order for objecting to such a Claim.

22. "Class" means a class of Claims or Interests, as described in Article II of the Plan.

23. "Comilog" means Comilog Holding.

24. "Comilog Secured Claims" means all Claims held by Comilog arising out of the prepetition loans made by Comilog to Gulf, as evidenced by a Secured Promissory Note dated May 24, 2016.

25. "Comilog Secured Claim CRP Contribution" has the meaning set forth in Section 2.2.3 of the Plan.

26. "Comilog Subordinated Claims" means all prepetition unsecured Claims held by Comilog, which total, in the aggregate, approximately $132 million.

27. "Committee" means the statutory official committee of unsecured creditors appointed by the United States Trustee in the Debtors' Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code on June 30, 2016 (Docket No. 102).

28. "Committee Settlement Agreement" means that certain Settlement Agreement, dated August 29, 2016 by and between the Debtors, the Committee, and Comilog, which was approved by the *Order Granting Expedited Motion of Debtors for Order Approving Settlement Agreement by and Among the Debtors, Official Committee of Unsecured Creditors, and Comilog Holding*, dated September 13, 2016 (Docket No. 370).

29. "Confirmation" means the entry of the Confirmation Order on the docket of the Bankruptcy Court.

30. "Confirmation Date" means the date on which the Bankruptcy Court enters the Confirmation Order on its docket within the meaning of Bankruptcy Rules 5003 and 9021.

31. "Confirmation Hearing" means the hearing held by the Bankruptcy Court on Confirmation of the Plan, as such hearing may be continued from time to time.

32. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

33. "CRP Administrative Claims" means 503(b)(9) Claims and Excess Committee Professional Fee Claims.

34. "Creditor Recovery Pool" means the pool of funds created pursuant to Paragraph 4 of the Committee Settlement Agreement.

35. "Cure Amount Claim" means any Claim based upon GCM's monetary defaults under an Executory Contract or Unexpired Lease that is to be paid in connection with the assumption and assignment of such contract or lease under section 365 of the Bankruptcy Code.

36. "Debtors" means GCM and BMC.

37. "Debtors' Chapter 11 Cases" means, collectively, the GCM Chapter 11 Case and the BMC Chapter 11 Case.

38. "DIP Claim" means any Claim held by Comilog on account of its postpetition debtor in possession loans made to GCM in accordance with the DIP Order.

39. "DIP Order" means, collectively, the Interim DIP Orders and the Final DIP Order.

40. "Disbursing Agent" means the Liquidating Trustee or any Third Party Disbursing Agent employed by the Liquidating Trustee, in its capacity as disbursing agent pursuant to Article VI of the Plan.

41. "Disclosure Statement" means the disclosure statement (including all exhibits and schedules thereto or referenced in this Plan) that relates to this Plan and that has been prepared and distributed by GCM, pursuant to section 1125(g) of the Bankruptcy Code, as the same may be amended, modified, or supplemented.

42. "Disputed Claim" means any Claim: (x) as to which GCM, the Liquidating Trustee, or another party in interest with standing has interposed a timely objection or otherwise contested or disputed the Claim or interposed a request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules, which objection or request for estimation has not been withdrawn or determined by the Bankruptcy Court pursuant to a Final Order, or (y) that is listed on the Schedules as unliquidated, disputed, or contingent.

43. "Disputed Claims Reserve" means the reserve of Liquidating Trust Assets to be maintained as part of the Liquidating Trust, which reserve will maintain such assets in trust for distributions to Holders of Disputed Claims that become Allowed Claims.

44. "Distribution Date" means a date selected by any Disbursing Agent in accordance with the terms of the Plan, the Liquidating Trust Agreement, or other applicable documents to make distributions on account of Allowed Claims.

45. "Effective Date" means a day, as determined by GCM, that is the Business Day as soon as reasonably practicable after all conditions to the Effective Date in Section 8.2 of the Plan have been met or waived in accordance with Section 8.3 of the Plan; *provided*, *however*,

GCM reserves the right to request that the Bankruptcy Court establish a date certain for the Effective Date in the Confirmation Order.

46. "Estate" means the estate created for GCM in the GCM Chapter 11 Case, pursuant to section 541 of the Bankruptcy Code.

47. "Excess Committee Professional Fee Claims" means any fees and costs of Professionals for the Committee in excess of the $325,000 previously paid to Committee Professionals pursuant to the Committee Settlement Agreement.

48. "Exculpated Parties" means GCM, any of GCM's Representatives and Professionals, the members of the Committee (in their capacities as such), any Representative or Professional of the Committee or a member of the Committee, the Liquidating Trustee, and any of the Liquidating Trustee's Representatives, acting in such capacity.

49. "Executory Contract or Unexpired Lease" means a contract or lease to which GCM is a party that is subject to assumption, assumption and assignment, or rejection under section 365 of the Bankruptcy Code, and includes any modifications, amendments, addenda, or supplements thereto or restatements thereof.

50. "Face Amount" means either: (x) the full stated amount claimed by the Holder of a Claim in any proof of Claim Filed by the Bar Date or otherwise deemed timely Filed under applicable law, if the proof of Claim specifies only a liquidated amount; (y) if no proof of Claim is Filed by the Bar Date or otherwise deemed timely Filed under applicable law, the full amount of the Claim listed on GCM's Schedules, *provided that* such amount is not listed as disputed, contingent, or unliquidated; or (z) the amount of the Claim (i) acknowledged by GCM or the Liquidating Trustee in any objection Filed to such Claim, (ii) estimated by the Bankruptcy Court for such purpose pursuant to section 502(c) of the Bankruptcy Code, or (iii) proposed by GCM or the Liquidating Trustee, as the case may be, if (A) no proof of Claim has been Filed by the Bar Date or has otherwise been deemed timely Filed under applicable law and such amount is not listed in GCM's Schedules or is listed in GCM's Schedules as disputed, contingent, or unliquidated or (B) the proof of Claim specifies an unliquidated amount (in whole or in part).

51. "File," "Filed" or "Filing" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the GCM Chapter 11 Case.

52. "Final DIP Order" means the Final Order: (i) Authorizing Debtors to Obtain Secured Post-Petition Financing and Use of Cash Collateral; (ii) Granting Adequate Protection; (iii) Modifying the Automatic Stay; (iv) Setting Final Hearing; and (v) Granting Related Relief (Docket No. 377), entered on September 13, 2016, and as subsequently amended, which, among other things, authorized the Debtors to obtain postpetition secured financing from Comilog.

53. "Final Distribution Date" for a particular Class of Claims means the Distribution Date upon which a final distribution to Holders of Allowed Claims or Interests in the Class is to be made.

54. "Final Order" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in the GCM Chapter 11 Case, or the docket of any other court of competent jurisdiction, that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or petition for certiorari or move, under Bankruptcy Rule 9023 and/or Rule 59 of the Federal Rules of Civil Procedure, for a new trial, reargument, or rehearing has expired, and no appeal or petition for certiorari or other proceeding for a new trial, reargument, or rehearing has been timely taken or as to which any appeal that has been taken or any petition for certiorari that has been timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought, or the new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order.

55. "General Unsecured Claim" means any Claim that is not an Administrative Claim, CRP Administrative Claim, Professional Fee Claim, Priority Tax Claim, DIP Claim, Comilog Secured Claim, Other Secured Claim, Other Priority Claim, Subordinated Claim, or Super-Subordinated Claim.

56. "GCM" means debtor Gulf Chemical & Metallurgical Corporation, a Texas corporation, whose GCM Chapter 11 Case is being jointly administered with the BMC Chapter 11 Case under Case No. 16-22192-JAD.

57. "GCM Chapter 11 Case" means the case commenced under chapter 11 of the Bankruptcy Code by GCM in the Bankruptcy Court, Case No. 16-22195-JAD. For the avoidance of doubt, while the GCM Chapter 11 Case is being jointly administered with the BMC Chapter 11 Case, they are separate bankruptcy cases.

58. "Holder" means a party that holds or is deemed to hold a Claim or Interest, as the case may be.

59. "Insider" shall have the meaning set forth in 11 U.S.C. § 101(31).

60. "Insider Claims" means all unsecured prepetition Claims against GCM held by an Insider or Affiliate of GCM.

61. "Interest" means the rights and interest of the holder of any instrument evidencing an ownership interest in GCM.

62. "Interim Compensation Order" means the Order Establishing Procedures for Interim Compensation and Reimbursement of Professionals, dated July 12, 2016 (Docket No. 180).

63. "Interim DIP Orders" means, collectively, all interim orders authorizing the Debtors to obtain postpetition secured financing from Comilog (Docket Nos. 73, 163, 218, 255, 289).

64. "Liabilities" means any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities, whether liquidated or unliquidated, fixed

or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, arising in law, equity, or otherwise, that are based in whole or in part on any act, event, injury, omission, transaction, agreement, employment, exposure, or other occurrence taking place on or prior to the Effective Date.

65. "Liquidating Trust" means the trust established pursuant to Section 4.2 of the Plan to administer the Liquidating Trust Assets and to make distributions to Holders of Allowed Claims.

66. "Liquidating Trust Agreement" means the trust agreement governing the Liquidating Trust, a copy of which is attached to the Plan as **Exhibit B**, and which will be dated on or prior to the Effective Date.

67. "Liquidating Trust Assets" means, collectively, all of GCM's Assets as of the Effective Date, including the Creditor Recovery Pool funds. After the funding of the Liquidating Trust, the Liquidating Trust Assets shall also include any fiduciary accounting income and appreciation in trust principal.

68. "Liquidating Trust Expenses" means any and all reasonable fees, costs and expenses incurred by the Liquidating Trust or the Liquidating Trustee (or any agent, Person, entity, or professional engaged by the Liquidating Trust or the Liquidating Trustee) in connection with any of their duties under the Plan and the Liquidating Trust Agreement, including any reasonable administrative fees, attorneys' fees and expenses, insurance fees, Taxes, and escrow expenses.

69. "Liquidating Trustee" means the individual identified by GCM as the Liquidating Trustee (or any successor trustee in his or her capacity as the trustee of the Liquidating Trust).

70. "Local Rules" means the Local Bankruptcy Rules of the U.S. Bankruptcy Court for the Western District of Pennsylvania, as now in effect or hereafter amended, as applicable to the GCM Chapter 11 Case.

71. "Notice Parties" means: (x) prior to the Effective Date, counsel for GCM, counsel for the Committee, and the United States Trustee and (y) on or after the Effective Date, the United States Trustee and the Liquidating Trustee.

72. "Other Priority Claim" means any Claim that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code and that is not an Administrative Claim, a Priority Tax Claim, or a CRP Administrative Claim.

73. "Other Secured Claim" means any Secured Claim that is not a DIP Claim or a Comilog Secured Claim.

74. "Person" means any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, or other entity.

75. "Petition Date" means June 14, 2016, the date on which GCM Filed its petition for relief and commenced the GCM Chapter 11 Case.

76. "Plan" means the plan of liquidation filed by GCM, as the same may be amended, modified, or supplemented.

77. "Priority Tax Claim" means any Claim that is entitled to priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code.

78. "Professional" means any professional employed in the GCM Chapter 11 Case pursuant to sections 327, 328, 333, 363, or 1103 of the Bankruptcy Code, or any professional or other Person seeking compensation or reimbursement of expenses in connection with the GCM Chapter 11 Case pursuant to section 503(b)(4) of the Bankruptcy Code.

79. "Professional Fee Claim" means any Claim under sections 328, 330(a), 331, 333, 503, or 1103 of the Bankruptcy Code for compensation of a Professional or other Person for services rendered or expenses incurred in the GCM Chapter 11 Case.

80. "Pro Rata" means, when used with reference to a distribution of property to Holders of Allowed Claims in a particular Class or other specified group of Claims pursuant to Article II of the Plan, proportionately so that with respect to a particular Allowed Claim in such Class or in such group, the ratio of (x) the amount of property to be distributed on account of such Claim to the amount of such Claim, which is the same as the ratio of (y) the amount of property to be distributed on account of all Allowed Claims in such Class or group of Claims to the amount of all Allowed Claims, as the case may be, in such Class or group of Claims. Until all Disputed Claims in a Class are resolved, Disputed Claims shall be treated as Allowed Claims in their Face Amount for purposes of calculating the Pro Rata distribution of property to Holders of Allowed Claims in such Class.

81. "Purchaser" means Gladieux Metals Recycling, LLC, a Texas limited liability company, as purchaser in accordance with the terms of the Asset Purchase Agreement.

82. "Released Parties" means GCM's current and former affiliates, subsidiaries, officers, directors, equity holders, managers, principals, and employees, and each of their respective Representatives.

83. "Representatives" means, with respect to any Person, such Person's successor, predecessor, officer, director, trustee, partner, employee, agent, attorney, advisor, investment banker, financial advisor, accountant, or other Professional of such Person, and committee of which such Person is a member, in each case in such capacity.

84. "Sale" means the sale of substantially all the assets of GCM to the Purchaser, pursuant to the Asset Purchase Agreement.

85. "Sale Order" means that certain Order (I) Authorizing and Approving (A) the Sale of Substantially All of the Debtor Gulf Chemical & Metallurgical Corporation's Assets to Gladieux Chemicals & Metallurgical Company, LLC Free and Clear of All Liens, Claims,

Encumbrances, and Interests; and (B) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (II) Approving Certain Bid Protections for AMG Vanadium, LLC; and (III) Granting Related Relief, entered on April 11, 2017 (Docket No. 742).

86. "Schedules" means the schedules of assets and liabilities and the Statements of Financial Affairs Filed by GCM on July 21, 2016 (Docket No. 17), as amended on July 22, 2016 (Docket No. 18), on July 26, 2016 (Docket No. 20), on August 29, 2016, (Docket No. 26), and on September 9, 2016 (Docket No. 29), as required by section 521 of the Bankruptcy Code, as the same may have been or may be amended, modified, or supplemented.

87. "Secured Claim" means any Claim that is secured by a lien on property in which the Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim Holder's interest in the Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code and, if applicable, section 1129(b) of the Bankruptcy Code.

88. "Subordinated Claims" means, collectively, Comilog Subordinated Claims, TCEQ Subordinated Claims, and Insider Claims.

89. "Super-Subordinated Claims" means, collectively, all "additional claims" held by TCEQ, and that are described more fully in Paragraph 11 of the TCEQ Settlement Agreement (other than ordinary course fees set forth in section 11.b.i of such agreement).

90. "Tax" means: (x) any net income, alternative, or add-on minimum, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, property, environmental, excise, or other tax, assessment, or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax, or additional amount) imposed by any federal, state, local, or foreign taxing authority; or (y) any liability for payment of any amounts of the foregoing types as a result of being a member of an affiliated, consolidated, combined, or unitary group, or being a party to any agreement or arrangement whereby liability for payment of any such amounts is determined by reference to the liability of any other Person.

91. "TCEQ" means the Texas Commission on Environmental Quality.

92. "TCEQ Adversary Claim" means, collectively, all Claims held or asserted by TCEQ arising out of that certain adversary proceeding commenced by TCEQ against GCM on July 6, 2016, Adv. Pro. No. 16-02140-JAD, as more fully described in the TCEQ Settlement Agreement.

93. "TCEQ Settlement Agreement" means that certain Settlement Agreement, dated August 8, 2016 by and between the Debtors, TCEQ, and Comilog, which was approved by the *Order Granting Expedited Motion of Debtor Gulf Chemical & Metallurgical Corporation for Approval of Settlement Agreement with the Texas Commission on Environmental Quality*, dated August 17, 2016 (Docket No. 286).

94. "TCEQ SOAH Claim" means, collectively, all Claims held or asserted by TCEQ arising out of that certain enforcement action before the Texas State Office of Administrative

Hearings entitled *In the Matter of an Enforcement Action Against Gulf Chemical & Metallurgical Corporation d/b/a Gulf Chemical & Metallurgical Freeport; RN 100210129* (SOAH Docket No. xxx-xx-4722; TCEQ Docket No. xxx-xxxx-IHW-E), as more fully described in the TCEQ Settlement Agreement.

95. "TCEQ Subordinated Claims" means, collectively, the TCEQ SOAH Claim and the TCEQ Adversary Claim.

96. "Third Party Disbursing Agent" means a Person designated by the Liquidating Trustee to act as a Disbursing Agent pursuant to Article VI of the Plan.

97. "Transition Services Agreements" means those certain Transition Services Agreements, dated as of May 9, 2017, by and between GCM and Purchaser.

98. "United States Trustee" means the Office of the United States Trustee for the Western District of Pennsylvania.

99. "Utility Deposits" means deposits with utilities made by GCM after the Petition Date pursuant to section 366(b) of the Bankruptcy Code.

100. "Voting Deadline" means the deadline for submitting Ballots to either accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code that is specified in the Disclosure Statement, the Ballots, or related solicitation documents approved by the Bankruptcy Court.

Exhibit B

Liquidating Trust Agreement

GCM LIQUIDATION CORPORATION LIQUIDATING TRUST AGREEMENT

Dated as of [●], 2017

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GCM LIQUIDATION CORPORATION LIQUIDATING TRUST AGREEMENT

This Liquidating Trust Agreement (this "Agreement") is executed as of [●], 2017, by and among [●], as initial liquidating trustee under this Agreement (the initial liquidating trustee or any successor, the "Liquidating Trustee") and GCM Liquidation Corporation (f/k/a Gulf Chemical & Metallurgical Corporation) (the "Debtor"). Except as otherwise defined in this Agreement, and except as the context requires otherwise, the capitalized terms in this Agreement shall have the meanings ascribed to them in the Plan of Liquidation for GCM Liquidation Corporation (f/k/a Gulf Chemical & Metallurgical Corporation), dated as of [●], 2017 (as amended, modified or supplemented, the "Plan"). This trust may also be referred to as the "GCM Liquidating Trust" or by employing words of similar meaning.

RECITALS

WHEREAS, on June 14, 2016 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in United States Bankruptcy Court for the Western District of Pennsylvania (the "Bankruptcy Court"), thereby commencing Case No. 16-22195-JAD (the "Chapter 11 Case");

WHEREAS, on June 30, 2016, an official committee of unsecured creditors (the "Committee") was appointed and authorized to act as a representative of the unsecured creditors;

WHEREAS, the Debtor is the proponent of the Plan;

WHEREAS, this Agreement is entered into in accordance with, and to facilitate the implementation and execution of, the Plan;

WHEREAS, on _____, 2017, the Bankruptcy Court entered an order confirming the Plan (the "Confirmation Order"). A copy of the Plan and the Confirmation Order are attached hereto as **Exhibits A** and **B**, respectively;

WHEREAS, on the Effective Date, the Plan provides that all rights, title, and interests of the Debtor and the Debtor's Estate in and to the Liquidating Trust Assets shall vest in a liquidating trust. The Plan further provides that the Liquidating Trust Assets shall be administered through a liquidating trust established pursuant to the Plan. The Plan authorizes and appoints the Liquidating Trustee to receive, hold, administer, and distribute the Liquidating Trust Assets for the benefit of the Beneficiaries (as defined below) and their successors and assigns as permitted for under the Plan and this Agreement;

WHEREAS, the Liquidating Trust Assets include all of the Debtor's Assets as of the Effective Date of the Plan; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor and the Liquidating Trustee agree as follows:

ARTICLE I:
CREATION AND PURPOSE

1.1 **Creation**. The Debtor, pursuant to the terms of the Plan, hereby establishes a liquidating trust (the "Liquidating Trust") to hold, administer, liquidate, and distribute Liquidating Trust Assets and all proceeds and profits therefrom, which are hereby granted to and deposited with the Liquidating Trustee. The Liquidating Trustee accepts the Liquidating Trust Assets and shall hold the same in trust and shall administer such assets as provided under the Plan and this Agreement.

1.2 **Purpose**. The Liquidating Trust shall be established solely for the purpose of holding, administering, and liquidating the Liquidating Trust Assets in accordance with Treasury Regulation Section 301.7701-4(d), all pursuant to the provisions of the Plan, with no objective to continue to or engage in the conduct of a trade or business. The purpose of this Agreement is to set forth the rights, powers, and duties of the Liquidating Trustee in receiving, holding, liquidating, and administering the Liquidating Trust Assets as provided in this Agreement and in the Plan.

1.3 **Beneficiaries**.To the extent not previously paid on the Effective Date of the Plan or before, all holders of Allowed Claims are the beneficiaries of the Liquidating Trust (each is referred to as a "Beneficiary" and together the "Beneficiaries"). The interest and priority of each Beneficiary shall be as provided in the Plan.

ARTICLE II:
LIQUIDATING TRUSTEE

2.1 **Appointment.** On the Effective Date of the Plan, pursuant to the Confirmation Order, the Liquidating Trustee shall be appointed and authorized to act as the Liquidating Trustee under this Agreement, and by signing this Agreement, the Liquidating Trustee accepts such appointment all in accordance with the terms of this Agreement and the Plan.

2.2 **Duties and Powers of the Liquidating Trustee**. The Liquidating Trustee shall have the following duties and powers with respect to the Liquidating Trust:

(a) employ and pay professionals to assist in administration of the Liquidating Trust;

(b) receive, hold, deposit, and invest funds of the Liquidating Trust;

(c) open any accounts necessary to maintain and distribute funds in the Liquidating Trust;

(d) pay any fees, costs, and expenses of administering the Liquidating Trust;

(e) establish and maintain the Disputed Claims Reserve;

(f) liquidate and administer assets of the Liquidating Trust, including, but not limited to, enforcing Causes of Action of the Liquidating Trust and collecting amounts due with respect to such Causes of Action;

(g) compromise, settle, or abandon any Causes of Action of the Liquidating Trust as authorized under the Plan and this Agreement;

(h) object to any Administrative Claims;

(i) object to any filed or scheduled Claims (unliquidated, disputed, contingent, or otherwise);

(j) liquidate, administer, settle, and pay any claims against the Liquidating Trust;

(k) calculate and implement distributions from the Liquidating Trust in accordance with the Plan and this Agreement;

(l) maintain a list of holders of Allowed Claims;

(m) report to the Beneficiaries of the Liquidating Trust by filing the reports required in Section 4.2.5 of the Plan;

(n) utilize Liquidating Trust Assets to pay premiums for any insurance policies that the Liquidating Trustee deems necessary, in the Liquidating Trustee's sole discretion, to insure the assets of the Liquidating Trust against loss and/or to insure the Liquidating Trustee against liability with respect to third persons;

(o) file any necessary tax returns and utilize Liquidating Trust Assets to pay any necessary taxes;

(p) take such actions that are necessary to dissolve the Liquidating Trust in accordance with Article IX of this Agreement; and

(q) such other powers that are necessary and appropriate to administer the Liquidating Trust as contemplated under the Plan and this Agreement.

(r) dissolve the Debtor and its subsidiary BMC Liquidation Company.

2.3 **Compensation; Retention of Liquidating Trustee Professionals**. The Liquidating Trustee shall be compensated at a rate of $[●] per [●], without further order of the Bankruptcy Court, for services rendered to or on behalf of the Liquidating Trust. The Liquidating Trustee also shall be reimbursed, without further order of the Bankruptcy Court, for all reasonable out-of-pocket fees, costs, and expenses in acting under the Plan and this Agreement, including, but not limited to, reimbursement of the Liquidating Trustee's reasonable attorneys' and other professionals' fees subject to the provisions below.

The Liquidating Trustee is empowered to use available funds (as set forth in Article VII hereof): (a) to elect, appoint, engage, retain, and employ any persons as professionals and advisors ("Trustee Professionals") in one or more capacities as is reasonably necessary to enable the Liquidating Trustee to implement this Agreement and the Plan or to assist the Liquidating Trustee in performing the Liquidating Trustee's duties hereunder; (b) to pay all costs and expenses necessary and appropriate in connection with the Liquidating Trustee's duties and

powers, including payment of fees to and to reimburse the expenses of those employees, agents, or independent contractors elected, appointed, engaged, retained, or employed by the Liquidating Trustee; (c) to indemnify the Liquidating Trustee's agents, professionals, and employees from any loss (including reasonable attorneys' fees) incurred in connection with the execution and implementation of the Plan or their duties to the Liquidating Trust and/or the Liquidating Trustee other than a loss due to the indemnified party's willful misconduct, gross negligence, or fraud; and (d) to prescribe the titles, powers and duties, terms of service, and other terms and conditions of the election, appointment, engagement, retention, or employment of such persons as are reasonable and appropriate. The Liquidating Trustee shall not be responsible for the misconduct of those appointed, engaged, retained, or employed by the Liquidating Trustee with due care. Such persons so retained need not be "disinterested" as that term is defined in the Bankruptcy Code and may include, without limitation, counsel, interim management, and financial advisors of the Debtor as well as employees, independent contractors or agents of the Debtor.

2.4 **Liquidating Trustee's Lien**. The Liquidating Trustee shall have a first priority lien on all assets of the Liquidating Trust to secure payment of the Liquidating Trustee's compensation and reimbursement of the Liquidating Trustee's fees, costs, and expenses. The lien also shall secure the indemnification obligation of the Liquidating Trust to the Liquidating Trustee as set forth in Section 3.3 of this Agreement.

2.5 **Co-Liquidating Trustees or Separate Liquidating Trustees**. To meet any legal requirements of any jurisdiction in which any of the Liquidating Trust Assets may from time to time be located, the Liquidating Trustee shall have the power to appoint and remove one or more persons either to act as co-trustee(s) jointly with the Liquidating Trustee of all or any part of the Liquidating Trust Assets or to act as separate trustee(s) of all or any part of the Liquidating Trust Assets and to vest in such person or persons, in such capacity, such title to the Liquidating Trust Assets or any part thereof, and such rights, powers, duties, trusts, or obligations as the Liquidating Trustee determines may be necessary for the Liquidating Trustee to perform the Liquidating Trustee's duties under this Agreement.

ARTICLE III:
CONDUCT OF THE LIQUIDATING TRUSTEE

3.1 **Exercise of Duties and Responsibilities**. The Liquidating Trustee shall exercise the rights and powers vested in the Liquidating Trustee under the Plan and this Agreement, and use the same degree of care and skill in the Liquidating Trustee's exercise of such rights and powers as a prudent person would exercise or use under such circumstances in the administration of such person's own affairs, provided, however, that the duties and obligations of the Liquidating Trustee shall be determined solely by the express provisions of the Plan and this Agreement, and the Liquidating Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in the Plan and this Agreement, and no implied covenants or obligations shall be read into the Plan or this Agreement against the Liquidating Trustee.

The provisions of this Section shall apply to any right, conduct, power, duty, or responsibility of the Liquidating Trustee under the Plan or this Agreement. None of the provisions in the Plan or this Agreement shall be construed to require the Liquidating Trustee to expend or risk the Liquidating Trustee's own funds or otherwise incur personal financial liability

in the performance of the Liquidating Trustee's duties or in the exercise of the Liquidating Trustee's rights and powers.

3.2 **Reliance on Documents, Statements, etc**. The Liquidating Trustee:

(a) may rely upon, and shall be protected in acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other document believed by the Liquidating Trustee to be genuine and to have been signed or presented by the proper party or parties;

(b) may consult with the Liquidating Trustee's legal counsel, and any advice or opinion of the Liquidating Trustee's legal counsel, accountants, or other professional advisors shall be full and complete authorization and protection in respect of any action taken or not taken by the Liquidating Trustee in good faith and in accordance with such advice or opinion of counsel. Notwithstanding such authority, the Liquidating Trustee shall not be under any obligation to consult with the Liquidating Trustee's attorneys, accountants, financial advisors, and agents, and the Liquidating Trustee's determination not to do so shall not result in the imposition of liability on the Liquidating Trustee, except to the extent such determination is based on willful misconduct, gross negligence, or fraud;

(c) shall not be liable for any action taken or not taken if in good faith and believed by the Liquidating Trustee to be authorized or within the Liquidating Trustee's discretion or rights or powers under the Plan and this Agreement; and

(d) may exercise any of the rights and powers, or perform any of the duties under the Plan and this Agreement either directly or through agents or attorneys, and the Liquidating Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care.

3.3 **Indemnification of the Liquidating Trustee; Exculpation; Limitations on Liability**. The Liquidating Trustee shall not be personally liable to the Liquidating Trust, to any Beneficiary, or any other person (or any predecessor or successor thereto) for any reason whatsoever, except for such liability arising primarily and directly from the Liquidating Trustee's own acts as shall constitute the Liquidating Trustee's own willful misconduct, fraud, or gross negligence. Except as aforesaid, the Liquidating Trustee shall be defended, held harmless, and indemnified from time to time, but solely from the Liquidating Trust Assets, against any and all losses, claims, costs, expenses, and liabilities to which the Liquidating Trustee may be subject by reason of the Liquidating Trustee's acts or omissions or consequences of such acts or omissions, with respect to the implementation or administration of the Liquidating Trust or the Plan or the discharge of the duties hereunder. The Liquidating Trustee's officers, employees, agents, if any (including, without limitation, the Liquidating Trustee's professionals), and any co-trustee(s) appointed pursuant to Section 2.5 of this Agreement, shall be likewise defended, held harmless, and indemnified. Without limiting the generality of the foregoing, the Liquidating Trustee shall have no liability to any Beneficiary on account of the Liquidating Trustee's investment or non-investment of any Liquidating Trust Assets or any losses with respect to any such investments of Liquidating Trust Assets, provided that such investments are made, or the Liquidating Trustee's decision not to invest any Liquidating Trust Assets in any

case is made, in accordance with Section 5.4 or otherwise in accordance with the terms of this Agreement. The Liquidating Trustee shall not be obligated to give any bond or surety or other security for the performance of any of the Liquidating Trustee's duties, unless otherwise ordered by the Bankruptcy Court and, if so ordered, all costs and expenses of procuring any such bond shall be deemed Liquidating Trust Expenses.

ARTICLE IV:
NON-TRANSFERABILITY OF BENEFICIAL INTERESTS; INTERESTS BENEFICIAL ONLY; NO VOTING RIGHTS; SUCCESSORS

All interests of the Beneficiaries of this Liquidating Trust shall be uncertificated and non-transferable, except by will, intestate succession, or operation of law. The rights to a beneficial interest hereunder shall not entitle any Beneficiary to (a) any title in or to the Liquidating Trust Assets as such (which title is vested in the Liquidating Trustee) or to any right to call for a partition or division of Liquidating Trust Assets or to require an accounting, or (b) any voting rights with respect to the administration of the Liquidating Trust and the actions of the Liquidating Trustee in connection therewith. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns hereunder.

ARTICLE V:
ADMINISTRATION OF THE LIQUIDATING TRUST

5.1 **Right to Bring Causes of Action**. The Liquidating Trustee shall be deemed a party in interest for all purposes under the Plan and Bankruptcy Code, including, but not limited to, filing objections to Claims. The Liquidating Trustee shall have the right to bring or assert any Cause of Action of the Liquidating Trust. The Liquidating Trustee also shall have the right to continue to defend or prosecute or commence any case commenced or that could have been commenced prior to the Effective Date. In any Cause of Action brought by the Liquidating Trustee, the Liquidating Trustee shall be deemed to represent all of the Beneficiaries of the Liquidating Trust, and it shall not be necessary to make any Beneficiary a party to such action.

Except as expressly provided in the Plan, no Beneficiary shall have any right to take any action, in law or equity, on account of the property of the Liquidating Trust.

5.2 **Settlement of Causes of Action and Disputed Claims**. As of the Effective Date, the Liquidating Trustee shall have authority, without further action or order of the Bankruptcy Court, to settle, compromise, abandon, or dismiss any Cause of Action or Disputed Claim. Nothing in the Plan or this Agreement shall prohibit the Liquidating Trustee from: (a) seeking an order of the Bankruptcy Court regarding the compromise, settlement, abandonment, or dismissal of any Cause of Action or Disputed Claim, or (b) dismissing or abandoning any Cause of Action that the Liquidating Trustee, in the Liquidating Trustee's sole and absolute discretion, determines may result in personal liability for the Liquidating Trustee.

In considering whether to compromise, dismiss, abandon, or settle a Cause of Action or Disputed Claim, the Liquidating Trustee shall consider the following factors:

(a) the probability of success in the litigation;

(b) the complexity of litigation;

(c) the expense, inconvenience, and delay necessarily attending the litigation;

(d) the time value of money; and

(e) the difficulties, if any, to be encountered in collecting any judgment.

5.3 **Right to File Claims**. The Liquidating Trustee may file such proofs of claim and other papers or take such other actions as may be necessary or appropriate to have the Causes of Action or other rights of the Liquidating Trust allowed in any judicial proceeding.

5.4 **Investment of Moneys**. Except as otherwise provided in this Agreement and as reasonably necessary to maintain the value of the Liquidating Trust Assets and further the liquidating purposes of the Liquidating Trust, the Liquidating Trustee shall hold all moneys of the Liquidating Trust in segregated accounts established on the books of the Liquidating Trustee (the "Trust Accounts"), and shall invest moneys in the Trust Accounts in: (a) demand and time deposits (such as short-term certificates of deposit in banks or other savings institutions), or (b) other temporary liquid investments (such as U.S. Treasury bills), or (c) shares of any investment company registered under the Federal Investment Company Act of 1940 whose shares are registered under the Securities Act of 1933 and whose only investments comprise: (i) obligations issued or guaranteed as to principal and interest by the U.S. government, and thus constitute direct obligations of the U.S. government, or (ii) obligations issued by state or municipal governmental bodies, the interest of which is exempt from federal income taxation and which are rated in the two highest rating categories published by Standard & Poor's Corporation.

5.5 **Fees and Expenses**. Subject to the priority of payment established under Section 7.3 of this Agreement and Article 5 of the Plan, the Liquidating Trustee shall pay all fees, costs, and expenses of administering the Liquidating Trust (including, without limitation, the Liquidating Trustee Professionals' fees and expenses and any statutory fees) from the Liquidating Trust Assets, as and when such fees, costs, and expenses become due and owing.

5.6 **Reports to Beneficiaries**. As soon as practicable after June 30 and December 31 of each calendar year, the Liquidating Trustee, on behalf of the Liquidating Trust, shall File with the Bankruptcy Court (and provide to any other party entitled to receive any such report pursuant to this Agreement) a report regarding the administration of property subject to its ownership and control pursuant to the Plan and this Agreement, distributions made by it, and other matters relating to the implementation of the Plan; *provided*, *however*, that the filing of any such report is solely to provide centralized access to information and there is no implication or suggestion that the Bankruptcy Court is supervising the Liquidating Trustee.

5.7 **Books and Records**. The Liquidating Trustee shall maintain complete and accurate records concerning all receipts and distributions to and from the Liquidating Trust, including, but not limited to, the date and amount of each distribution to the Beneficiaries.

5.8 **Compliance with Securities Laws**. Under Bankruptcy Code section 1145, the issuance of interests in a liquidating trust pursuant to a chapter 11 plan is exempt from registration under the Securities Act of 1933, as amended, and applicable state and local laws requiring registration or qualification of securities. If the Liquidating Trustee determines, with the advice of counsel, that the Liquidating Trust is required to comply with the reporting requirements of the Securities Exchange Act of 1934, as amended, or the Investment Company

Act of 1940, as amended, then the Liquidating Trustee shall take any and all actions to comply with such reporting requirements and file periodic, current, and other reports in compliance therewith with the Securities and Exchange Commission.

ARTICLE VI:
TAX MATTERS

6.1 **Purpose and Intent of Liquidating Trust**. The primary purpose of the Liquidating Trust is to liquidate the Liquidating Trust Assets in an expeditious and commercially prudent manner, and all activities of the Liquidating Trustee will be limited to those activities reasonably necessary to, and consistent with, the accomplishment of that purpose. The Liquidating Trustee shall make continuing efforts to dispose of the Liquidating Trust Assets and shall value the Liquidating Trust Assets using consistent standards. There is no intention on the part of any party in interest to carry on a profit-making business or to unreasonably prolong the liquidation process.

6.2 **Tax Characterization**. The Liquidating Trustee shall take or cause to be taken all reasonable and necessary actions, including without limitation, timely preparation and filing of required Tax Returns for the Liquidating Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a), to carry into effect the intent that the Liquidating Trust created by the Plan and this Agreement qualify as a liquidating trust within the meaning of section 301.7701-4(d) of the Treasury Regulations, and to treat the Beneficiaries of the Liquidating Trust as the grantor-owners of the Liquidating Trust within the meaning of sections 671 through 678 of the Internal Revenue Code. The Beneficiaries shall be treated as the grantors and deemed owners of the Liquidating Trust. In the event the Liquidating Trust shall fail or cease to qualify as a liquidating trust in accordance with Treasury Regulations Section 301.7701-4(d), the parties to this Agreement intend that the Liquidating Trustee take such action as the Liquidating Trustee shall deem appropriate to have the Liquidating Trust classified as a partnership for federal tax purposes under Treasury Regulations Section 301.7701-3 (but not a publicly traded partnership under Internal Revenue Code Section 7704), including, if necessary, creating or converting it into a limited liability partnership or limited liability company. All of the Liquidating Trust's income shall be subject to tax on a current basis.

For all U.S. federal income tax purposes, all parties (including, without limitation, the Debtor, the Liquidating Trustee, and the Beneficiaries) shall treat the transfer of the Liquidating Trust Assets to the Liquidating Trust as (a) a deemed transfer by the Debtor of the Liquidating Trust Assets directly to the Beneficiaries in full satisfaction of the Beneficiaries' Claims against and Interests in the Debtor and, to the extent Liquidating Trust Assets are allocable to Disputed Claims, to the Disputed Claims Reserve, followed by (b) the deemed transfer by such Beneficiaries to the Liquidating Trust of the Liquidating Trust Assets (other than the Liquidating Trust Assets allocable to the Disputed Claims Reserve) in exchange for interests in the Liquidating Trust. Accordingly, the Beneficiaries shall be treated for United States federal income tax purposes as the grantors and owners of their respective share of the Liquidating Trust Assets (other than Liquidating Trust Assets allocable to the Disputed Claims Reserve). The foregoing treatment shall also apply, to the extent permitted by applicable law, for all state, provincial, territorial, and local income tax purposes.

6.3 **Tax Reporting**. The Liquidating Trustee shall prepare and provide to, or file with, the appropriate taxing authorities and other parties such notices, tax returns, and other filings, including all federal, state, and local tax returns for the Liquidating Trust, as may be required under the Internal Revenue Code, the Plan, or as may be required by applicable law of other jurisdictions including, if required under applicable law, notices required to report interest or dividend income ("Tax Reports"). The Liquidating Trustee shall treat the Liquidating Trust as a grantor trust for U.S. federal income tax purposes pursuant to Treasury Regulation section 1.671-4(a) and in accordance with the Plan. The Liquidating Trustee also will annually send to each Beneficiary a separate statement regarding the receipts and expenditures of the Liquidating Trust as relevant for all U.S. federal income tax purposes and will instruct all such Beneficiaries to use such information in preparing their U.S. federal income tax returns or to forward the appropriate information to such Beneficiary's underlying beneficial holders with instructions to utilize such information in preparing their U.S. federal income tax returns. If additional tax information is provided at the specific request of a Beneficiary (and not as required by applicable law), then such Beneficiary shall pay a reasonable fee to the Liquidating Trustee, in an amount to be then determined by the Liquidating Trustee, together with all costs and expenses incurred by the Liquidating Trustee in providing such tax information to such Beneficiary. The Liquidating Trustee shall also file (or cause to be filed) any other statement, return, or disclosure relating to the Liquidating Trust that is required by any governmental units in the U.S. and elsewhere.

In connection with the Liquidating Trustee's performance of the Liquidating Trustee's duties pursuant to this Section, the Liquidating Trustee may require any Beneficiary to furnish to the Liquidating Trustee its employer or taxpayer identification number as assigned by the IRS, together with such other information, returns, or forms as the Liquidating Trustee may determine are required, and the Liquidating Trustee may condition any distribution of Liquidating Trust Assets to any Beneficiary upon such receipt of such identification number, any other information and returns and forms as are required for the Liquidating Trustee to comply with IRS requirements.

The Liquidating Trustee will, in good faith, value all Liquidating Trust Assets, and shall make all such values available from time to time, to the extent relevant, and such values shall be used consistently by all parties to the Liquidating Trust (including, without limitation, the Debtor, the Liquidating Trustee, and the Beneficiaries) for all U.S. federal income tax purposes.

Allocations of Liquidating Trust taxable income among the Beneficiaries (other than taxable income allocable to the Disputed Claims Reserve) shall be determined by reference to the manner in which an amount of cash representing such taxable income would be distributed (were such cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the Liquidating Trust had distributed all of the Liquidating Trust Assets (valued at their tax book value, and other than assets allocable to the Disputed Claims Reserve) to the holders of the interests in the Liquidating Trust, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Liquidating Trust. Similarly, taxable loss of the Liquidating Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Liquidating Trust Assets. The tax book value of the Liquidating Trust Assets for purpose of this paragraph shall equal their fair market value on the Effective Date, adjusted in accordance with tax accounting principles prescribed by the Internal Revenue Code, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and

pronouncements. All parties, including the Liquidating Trustee and the Beneficiaries, shall value all assets transferred to the Liquidating Trust consistently and those valuations shall be used for federal income tax purposes.

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Liquidating Trustee of a private letter ruling if the Liquidating Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Liquidating Trustee), the Liquidating Trustee shall (a) timely elect to treat any Disputed Claims Reserve as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9, and (b) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All parties (including the Liquidating Trustee, the Debtor, and the Beneficiaries) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing.

The Liquidating Trustee shall be responsible for payment, out of the Liquidating Trust Assets, of any U.S., local, or foreign taxes imposed on the Liquidating Trust or the Liquidating Trust Assets, including the Disputed Claims Reserve. In the event, and to the extent, any Cash retained on account of Disputed Claims in the Disputed Claims Reserve is insufficient to pay the portion of any such U.S., local, or foreign taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims, such U.S., local, or foreign taxes shall be (a) reimbursed from any subsequent Cash amounts retained on account of Disputed Claims, or (b) to the extent such Disputed Claims have subsequently been resolved, deducted from any amounts otherwise distributable by the Liquidating Trustee as a result of the resolution of such Disputed Claims.

The Liquidating Trustee may request an expedited determination of taxes of the Liquidating Trust, including the Disputed Claims Reserve, or the Debtor under Bankruptcy Code section 505(b) for all tax returns filed for, or on behalf of, the Liquidating Trust or the Debtor for all taxable periods through the dissolution of the Liquidating Trust.

6.4 **Compliance with Tax Withholding Requirements**. In connection with making distributions under the Plan and this Agreement, the Liquidating Trustee shall comply with all tax withholding and reporting requirements imposed on the Liquidating Trustee by any governmental unit, and all distributions pursuant to the Plan and this Agreement shall be subject to such withholding and reporting requirements. Any property so withheld will then be paid by the Liquidating Trust to the appropriate authority. The Liquidating Trustee may withhold the entire distribution due any Beneficiary until such time as such Beneficiary provides the necessary information to comply with any withholding requirements of any governmental unit, including an IRS Form W-9 containing its, his, or her employer or taxpayer identification number as assigned by the IRS, or, in the case of Beneficiaries that are not U.S. persons for federal income tax purposes, certification of foreign status on IRS Form W-8BEN, W-81MY, or W-8ECI. If the Liquidating Trustee requests information necessary to comply with any tax withholding or reporting requirements of any governmental unit of any Beneficiary by certified mail and (i) does not receive a response to such request within sixty (60) days, sends a second request by certified mail and again receives no response within sixty (60) days or (ii) the request is returned to the Liquidating Trustee as undeliverable and the Liquidating Trustee is unable to determine a correct address after reasonable efforts, then no further distributions shall be made to such Beneficiary unless the Liquidating Trustee is notified in writing within six (6) months after

the date that the initial request was sent of such Beneficiary's necessary information (subject to the Liquidating Trustee's right to require supporting documents evidencing that the necessary information is that of the rightful Beneficiary), in which case all currently due missed distributions shall be made to such Beneficiary on the next Distribution Date subject to such withholding and reporting requirements, and shall not be supplemented with any interest, dividends or other accruals of any kind. If the Liquidating Trustee does not receive notice of a Beneficiary's necessary information within six (6) months after the date of the initial request, then all distributions to the Beneficiary that has not provided the information necessary to comply with any tax withholding and reporting requirements of any governmental unit may be treated as an unclaimed distribution in accordance with Section 7.8 below or the amount required to be withheld may be so withheld and turned over to the applicable authority.

ARTICLE VII:
APPLICATION AND PRIORITY OF DISTRIBUTION OF LIQUIDATING TRUST FUNDS

7.1 **Money Held in Trust**. All moneys and other assets that the Liquidating Trust receives under this Agreement, until used or applied as provided in this Agreement, shall be held in trust for the purposes for which they were received. The Liquidating Trust shall not be obligated to pay interest on any moneys that it receives under this Agreement. However, except as otherwise provided in this Agreement, the Liquidating Trustee shall promptly invest moneys of the Liquidating Trust as provided in Section 5.4 of this Agreement.

7.2 **Right to Receive Distributions from the Liquidating Trust**. The amount of each Beneficiary's Allowed Claim shall represent such person's right to receive distributions from the Liquidating Trust in accordance with the priorities set forth in the Plan and this Agreement.

Prior to distribution of any portion of the Liquidating Trust Assets to any Beneficiary, the Liquidating Trustee shall first

(a) reserve for or pay to any taxing authorities, as necessary, any taxes of the Liquidating Trust;

(b) reserve for or pay to the Office of the U.S. Trustee any statutory fees incurred for the Debtor's Estate after the Effective Date, if any, as may be required;

(c) reserve for or pay the Liquidating Trustee's Professionals for services rendered and expenses incurred;

(d) reserve for or pay the Liquidating Trustee's compensation and reasonable and necessary expenses incurred in fulfilling the Liquidating Trustee's obligations set forth in the Plan and in this Agreement;

(e) reserve for or pay any additional expenses incurred in fulfilling the obligations of the Liquidating Trustee set forth in the Plan and in this Agreement and not specifically identified in this Section 7.2; and

(f) establish a Disputed Claims Reserve.

7.3 **Priority of Payment from the Liquidating Trust**. After providing for the reserves set forth in Section 7.2 hereof, all proceeds from assets of the Liquidating Trust shall be distributed according to the priorities set forth in the Plan.

7.4 **Distribution Dates**. Distributions will be made by the Liquidating Trustee or a third party disbursing agent pursuant to the terms of the Plan, provided that the Liquidating Trustee shall distribute at least annually to the Beneficiaries the Liquidating Trust's net income plus all net proceeds from the sale or liquidation of the Liquidating Trust Assets, except that the Liquidating Trustee may retain such amounts thereof reasonably necessary to maintain the value of the Liquidating Trust Assets and to meets Claims and contingent liabilities, including Disputed Claims.

7.5 **Interim Distributions**. On each applicable Distribution Date, the Liquidating Trustee will distribute the net available Cash in accordance with the Plan and this Agreement.

7.6 **Final Distribution**. Upon liquidating the Liquidating Trust, and after payment of all fees, costs, and expenses of administration of the Liquidating Trust, the Liquidating Trustee shall make a final distribution of funds to the Beneficiaries (the "Final Distribution") in accordance with the Plan and this Agreement. The Liquidating Trustee shall have no obligation to invest funds of the Liquidating Trust from and after the date of Final Distribution.

7.7 **Disputed Claims**. If, in the exercise of the Liquidating Trustee's business judgment, the Liquidating Trustee believes that complete and final resolution of certain Disputed Claims or Causes of Action will take an unreasonably long period of time, and if economically feasible, the Liquidating Trustee may elect to establish a reserve for the benefit of holders of Disputed Claims (the "Disputed Claims Reserve") in separate accounts for each of the unresolved Disputed Claims, each of which Disputed Claims Reserves and related accounts shall be administered by the Liquidating Trustee. The Liquidating Trustee shall distribute to and maintain in the Disputed Claims Reserve cash that would otherwise be distributable to holders of Disputed Claims, assuming such Disputed Claims would be allowed in the face amount of such Claims. In determining the face amount of Disputed Claims (including unliquidated Disputed Claims), the Liquidating Trustee may rely on the Debtor's estimates as to Disputed Claims and will have no liability therefore in the absence of bad faith or gross negligence. As Disputed Claims are resolved, the Liquidating Trustee shall make adjustments to the Disputed Claims Reserve. Except as otherwise agreed by the relevant parties, the Liquidating Trustee shall not be required to (a) make any partial payments or partial distributions on account of a Disputed Claim until all such disputes in connection with such Disputed Claim have been resolved by settlement or Final Order or (b) make any distributions on account of an Allowed Claim of any Beneficiary that holds both an Allowed Claim and a Disputed Claim, unless and until all objections to the Disputed Claim have been resolved by settlement or Final Order. Following establishment and funding of the Disputed Claims Reserve, the Liquidating Trustee may then declare the Distribution Date and make distributions consistent with the terms of the Plan and this Agreement. Upon complete and final resolution of the Disputed Claims, the Liquidating Trustee shall make a subsequent Distribution from the Disputed Claims Reserve consistent with any resolution and the terms of the Plan and the Liquidating Trust.

The distributions held or received by the Liquidating Trustee on account of the Disputed Claims Reserve shall (a) be deposited in a segregated bank account in the name of the

Liquidating Trustee for the benefit of holders of Allowed Claims and Disputed Claims that become Allowed Claims, (b) be accounted for separately, and (c) not constitute property of the Debtor. The Liquidating Trustee shall invest Cash held in the Disputed Claims Reserve in a manner consistent with this Agreement.

On the first Distribution Date that is at least thirty (30) days after a Disputed Claim becomes an Allowed Claim, the Liquidating Trustee shall (a) distribute to the holder of such Allowed Claim any property in the Disputed Claims Reserve that would have been distributed to such holder on the Distribution Dates on which distributions previously were made to holders if the Allowed Claim in issue had been an Allowed Claim on such earlier Distribution Dates; and (b) distribute any remaining property held in the Disputed Claim Reserve on account of any resolved Disputed Claim in accordance with the Plan and this Agreement.

After Final Orders have been entered as to all Disputed Claims, or other final resolution has been reached with respect to all Disputed Claims, any remaining property held in the Disputed Claims Reserve will return to the Liquidating Trust and be distributed in accordance with the Plan and this Agreement.

7.8 **Unclaimed and Undeliverable Distributions**. The Liquidating Trustee shall treat unclaimed and undeliverable distributions in accordance with Section 7.5.1 of the Plan.

7.9 **Delivery of Distributions**. **(a) Distribution Record Date**. The Liquidating Trustee shall not have any obligation to recognize any transfer of any Claim until the record holder of such Claim has provided notice to the Liquidating Trustee of such transfer.

(b) De Minimis Distributions. All Distributions shall be made in accordance with the provisions of the Plan, but in no event shall the Liquidating Trustee be obligated to make a Distribution if, in the sole discretion of the Liquidating Trustee, there are insufficient Liquidating Trust Assets to make a cost-efficient Distribution, taking into account the size of the Distribution to be made and the number of Beneficiaries of such Distribution, in which event such funds shall, in the discretion of the Liquidating Trustee, to be donated to charity.

(c) Provision of Tax Identification Number. If the Liquidating Trustee requests a tax identification number or other necessary tax information from any Beneficiary and does not receive such information, then the Liquidating Trustee may withhold payment of distributions to such Beneficiary unless and until the Liquidating Trustee is provided such information in writing, in which case all currently due missed distributions shall be made to such Beneficiary on the next Distribution Date (but shall not be supplemented with any interest, dividends, or other accruals of any kind). If the Liquidating Trustee does not receive notice of a Beneficiary's tax identification number prior to the Final Distribution Date, then all distributions that would have been made to the Beneficiary shall be treated as undeliverable or unclaimed property in accordance with Section 7.8.

7.10 **Third Party Disbursing Agent**. The Liquidating Trustee may employ, in the Liquidating Trustee's sole discretion, a third party disbursing agent to make all distributions, and to otherwise perform all necessary action related to such distributions, required under the Plan and this Agreement.

ARTICLE VIII:
RESIGNATION AND REMOVAL OF THE LIQUIDATING TRUSTEE

8.1 **Resignation**. At any time after the Liquidating Trustee's appointment, the Liquidating Trustee may petition the Bankruptcy Court for an order authorizing his or her resignation. The petition shall identify a proposed successor Liquidating Trustee who is acceptable to the Debtor (if the Debtor is still in existence), and generally describe the qualifications of the person to act as Liquidating Trustee under this Agreement. If the resignation is due to the death or incapacity of the Liquidating Trustee, counsel for the Liquidating Trustee may petition the Bankruptcy Court for the appointment of a successor Liquidating Trustee. In either case, the resignation shall be effective upon the earlier of (a) the successor Liquidating Trustee accepting his/her appointment as Liquidating Trustee under this Agreement or (b) thirty (30) days from the date of the notice described above.

8.2 **Successor Liquidating Trustee**. Any successor Liquidating Trustee shall execute and deliver to the resigning Liquidating Trustee a written instrument accepting such appointment, and thereafter, such successor Liquidating Trustee, without further act, shall become vested with all the estates, properties, rights, powers, and duties of the resigning Liquidating Trustee.

ARTICLE IX:
TERMINATION AND DISCHARGE

9.1 **Termination**. The Liquidating Trust shall terminate on the earliest of the following dates:

(a) the date that the Liquidating Trust Assets have been liquidated and the proceeds distributed to the Beneficiaries as provided in the Plan and this Agreement;

(b) the date that the Bankruptcy Court or another court of competent jurisdiction enters a Final Order authorizing the termination of such Liquidating Trust; and

(c) five (5) years after the Effective Date.

Notwithstanding the foregoing, in the event the Liquidating Trustee shall have been unable, after reasonable efforts, to liquidate or otherwise dispose of the assets of the Liquidating Trust within the initial five (5) year term of this Agreement, then the Liquidating Trustee shall have the right to extend the term of such Liquidating Trust, subject to the Bankruptcy Court entering an order approving such extension based upon a finding that such extension is necessary for the Liquidating Trust to complete its purpose. Any such extension must be approved by the Bankruptcy Court with six (6) months of the extended term.

9.2 **Discharge**. The Liquidating Trustee shall be discharged of his or her duties under this Agreement on the earlier of: (a) the date of termination as provided in Section 9.1, or (b) the date that a successor Liquidating Trustee accepts his or her appointment.

ARTICLE X:
MISCELLANEOUS

10.1 **No Third-Party Beneficiaries**. Notwithstanding anything to the contrary in the Plan or this Agreement, neither the Liquidating Trustee, nor any of the Liquidating Trustee's employees, agents, counsel, or affiliates shall have any duties or responsibilities to, or fiduciary or third-party relationships with, any other person or entity, except as expressly provided in this Agreement or the Plan. Without limiting the generality of the foregoing, the Liquidating Trustee shall have no obligation to:

(a) provide information to any person, except as provided in this Agreement or the Plan;

(b) preserve any right or interest of any other person; or

(c) collect or realize upon any asset or property distributed under the Plan on account of any claim. The Liquidating Trustee shall attempt to collect or realize upon such assets in any manner that the Liquidating Trustee, in the Liquidating Trustee's sole and absolute discretion, shall deem appropriate, and shall not incur any liability to the Debtor or any claimant of the Debtor in so doing.

10.2 **Notices**. All communications and notices provided to the Trustee under this Agreement shall be in writing and addressed to counsel for the Liquidating Trustee or, if no such counsel is then retained, the Liquidating Trustee at [●]. Any notice, if properly addressed, shall be deemed given upon the first business day after placement in the U.S. mail, first class postage prepaid.

10.3 **Execution of Documents**. The Liquidating Trustee may execute any and all documents necessary and appropriate to effectuate the purpose of this Agreement.

10.4 **Modification**. This Agreement shall not be modified without further order of the Bankruptcy Court after notice to the Beneficiaries and a hearing. Upon a motion of the Liquidating Trustee, the Bankruptcy Court or other court of competent jurisdiction may approve, without notice to the Beneficiaries, technical modifications to this Agreement which do not adversely affect the rights or interests of the Beneficiaries or which conform the terms of this Agreement to the terms of the Plan.

10.5 **Severability**. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent such provision is unenforceable without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

10.6 **Headings**. The various headings of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

10.7 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

10.8 **Conflict with the Plan**. In the event that there is any conflict between the terms of this Agreement and the Plan, the terms of the Plan shall govern.

10.9 **Counterparts**. This Agreement may be executed in any number of counterparts. Each counterpart of this Agreement shall, for all purposes, constitute an original, and all of such counterparts, taken together, shall constitute one and the same agreement.

10.10 **Enforcement and Administration**. The Bankruptcy Court shall retain jurisdiction to enforce and administer the provisions of this Agreement, as set forth in the Plan and herein.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

By: _____
Sean D. Malloy (Ohio 0073157)
(admitted *pro hac vice*)
Michael J. Kaczka (Ohio 0076548)
(admitted *pro hac vice*)
Joshua A. Gadharf (Michigan P76860)
(admitted *pro hac vice*)
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-and-

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COUNSEL FOR THE DEBTORS
AND DEBTORS IN POSSESSION

By:_____

[●]

LIQUIDATING TRUSTEE

EXHIBIT A

[PLAN OF LIQUIDATION]

EXHIBIT B
[CONFIRMATION ORDER]