

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	Chapter 11
)	
SGK VENTURES, LLC)	Case No. 13-37603
(f/k/a Keywell L.L.C.),)	
)	Honorable Eugene R. Wedoff
Debtor.)	
)	
)	

ORDER CONFIRMING COMMITTEE'S PLAN OF LIQUIDATION

The Committee's Second Amended Plan of Liquidation of the Official Committee of Unsecured Creditors (the "Committee") of SGK Ventures, LLC (f/k/a Keywell L.L.C.) (the "Debtor") dated August 22, 2014 (as amended, supplemented, and/or modified, the "Plan"),¹ a copy of which is attached hereto as **Exhibit A**, having been transmitted to Holders of Claims entitled to vote thereon; the Court having entered the *Order (I) Approving the Adequacy of the Disclosure Statement, (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan of Liquidation, (III) Fixing the Bar Date for Certain Professional Fee Claims, (IV) Fixing the Date, Time, and Place for the Confirmation Hearing, and (V) Establishing Procedures for Rejection Damages Claims* [Docket No. 758] (the "Solicitation Procedures Order") and the Committee having provided adequate notice thereof, *Proof of Service* [Docket No. 761]; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this proceeding is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and it appearing that venue is proper in this district

¹ Unless otherwise stated, capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan.

pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that appropriate, proper, and adequate notice has been given under the circumstances of the Confirmation Hearing and the deadlines and procedures for objecting to and voting on the Plan, and that no other or further notice is necessary; and having considered the evidence submitted at the Confirmation Hearing and the arguments and briefing regarding confirmation of the Plan, including the objection filed by NewKey Group, LLC, NewKey Group II, LLC, and J. Mark Lozier, who were the only parties that objected to confirmation, and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:²

1. The Plan, attached hereto as **Exhibit A**, (including the Plan Supplement) is confirmed under section 1129 of the Bankruptcy Code.

2. Except as otherwise provided herein, all remaining objections to confirmation of the Plan are overruled for the reasons stated on the record.

3. Notwithstanding anything to the contrary in this Order, the Plan or any related document, the amount of the Escrow Account (as defined in the Plan Supplement) and the Disputed Claims Reserve (if any) shall be determined at a later date. No distributions or disbursements shall be made by the Liquidating Trustee other than payments to estate professionals, distributions to the Convenience Class creditors, distributions to Other Priority Claims (Class 1) and Other Secured Claims (Class 2), and distributions to administrative expense creditors and other creditors not classified under the Plan (provided that such distributions and

² The determinations, findings, judgments, and conclusions set forth and incorporated in this Confirmation Order constitute the Court's findings of fact, conclusions of law, and orders of the Court. Each finding and conclusion set forth or incorporated herein shall constitute an order of the Court. The orders of the Court shall also constitute the findings and conclusions of the Court. Findings of fact constitute findings of fact even if there are stated as conclusions of law, and such conclusions of law constitute conclusions of law even if they are stated as findings of fact.

disbursements shall not exceed \$4 million) pending further order of the Court regarding the amount of the Escrow Account and the Disputed Claims Reserve as contemplated herein. This provision shall be without prejudice to the rights of the Committee, the Liquidating Trustee, and NewKey in connection with the NewKey Action and the Plan (other than as modified under this Order). For the avoidance of doubt, nothing in this Order shall have a res judicata effect or otherwise prejudice or preclude NewKey or the Committee in connection with the amount of funds to be deposited in the Escrow Account or the Disputed Claims Reserve. To the extent of any inconsistency between this Paragraph 3 of the Confirmation Order and Section 6.4.2 of the Plan, this Paragraph 3 will govern and, for the avoidance of doubt, the Liquidating Trustee is not obligated to seek authority from the Bankruptcy Court to make first distributions under the Plan within forty-five (45) days of the Effective Date.

4. The terms of the NewKey Note issued under the Plan relating to interest accruing under the NewKey Note shall be subject to further order of the Court, and NewKey and the Committee reserve all rights with respect to any appeal, reconsideration, or other actions or matters with respect to such further order. For the avoidance of doubt, for purposes of enforcing NewKey's rights under the NewKey Note (if any) to recovery of reasonable attorneys' fees and legal expenses under NewKey's prepetition security agreement, nothing contained in the Plan, the NewKey Note, or this Order shall discharge, impair, enhance or create such right, and all such rights are intended to be preserved for later determination.

5. If there is determined to be any inconsistency between any provision of the Plan and any provision of this Order, then, solely to the extent of such inconsistency, the provisions of the Order shall govern.

6. 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, Bankruptcy Rules 3017, 3018, and 3019, the Disclosure Statement, the Solicitation Procedures Order, and all other applicable provisions of the Bankruptcy Code, and applicable rules, laws, and regulations.

7. The Plan (including the Plan Supplement) complies with section 1129 of the Bankruptcy Code, provided, however, the Court's determination as to compliance with section 1129(a)(7) of the Bankruptcy Code will be addressed in an opinion and order to follow.

8. Pursuant to Bankruptcy Rule 3020(c)(1), the following provisions are hereby approved, and so ordered, and shall be immediately effective on the Effective Date without further order or action by the Court, any of the parties to such releases, or any other Person:

(a) **8.6.1 Limitation of Rights of Holders of Claims**

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

(b) **8.6.2 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 the Debtor or an Interest or other right of an equity security holder are 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. For the avoidance of doubt, nothing contained in the Plan shall enjoin, or be deemed as an injunction in relation to, the NewKey Action. For the further avoidance of doubt, nothing contained in the Plan shall restrict creditor setoff rights under section 553 of the Bankruptcy Code or enjoin NewKey from prosecuting the claims it has alleged in that certain Adversary Proceeding entitled *NewKey Group, LLC, et al. v. SGK Ventures, LLC (In re SGK Ventures, LLC (f/k/a Keywell L.L.C.))*, Adv. No. 14-00114 (Bankr. N.D. Ill.).

(c) 8.6.3 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 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 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.

9. Section 4.3.6 of the Plan is hereby amended so that the last sentence of the Section shall state as follows: "Any Beneficiary of the Liquidating Trust may, in its capacity as an unsecured creditor under applicable law, request from the Liquidating Trustee copies of any non-privileged legal bills of the Liquidating Trust's Professionals and may file a motion with Bankruptcy Court seeking review of the Liquidating Trust's Professionals' fees to the extent the Beneficiary believes an abuse is occurring."



10. Section 4.5.2 of the Plan is hereby amended so that the last sentence of each of the Section shall state as follows: "Any Beneficiary of the Liquidating Trust may, in its capacity as an unsecured creditor under applicable law, request from the Liquidating Trustee copies of any non-privileged legal bills of the Frewsburg Administrator's Professionals and may file a motion with Bankruptcy Court seeking review of the Frewsburg Administrator's Professionals' fees to the extent the Beneficiary believes an abuse is occurring."

11. 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 the Debtor, its Estate, and all Holders of Claims and Interests, are fair, equitable, and reasonable, and are hereby approved.

12. If any or all of the provisions of this Order are hereafter reversed, modified, or vacated by subsequent order of this Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtor's and the Committee's receipt of written notice of such order. Notwithstanding any reversal, modification, or vacatur of this Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Order, any such act or obligation incurred or undertaken pursuant to, or in reliance on, this Order prior to the effective date of such reversal, modification, or vacatur shall be governed in all respect by the provisions of this Order and the Plan and all related documents or any amendments or modifications thereto. For the avoidance of doubt, nothing in this Paragraph 12 or any other provisions of this Order shall alter, impair, or otherwise impact NewKey's or any other party's rights under applicable law relating to an appeal or reconsideration of this Order, including any potential clawback rights as against third parties (if any).

13. Pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c)(2), the Liquidating Trust is directed to serve a notice of the entry of this 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) and such additional persons and entities as deemed appropriate by the Liquidating Trust, no later than five (5) Business Days after the Effective Date. The Liquidating Trust shall publish the notice of the entry of the Confirmation Order and notice of the occurrence of the Effective Date in the Chicago Tribune within seven (7) Business Days after the Effective Date. As soon as practicable after the entry of this Order, the Committee shall make copies of this Order available on the Claims and Noticing Agent's website (www.omnimgt.com/sgkventures), and as soon as practicable after the Effective Date, the Liquidating Trust shall make copies of the notice of entry of this Order and of the occurrence of the Effective Date available on the same website.

14. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order and in accordance with the Plan.

15. The Court shall hold a status hearing on post-confirmation matters on October 29, 2014, at 10:00 a.m. Central Time.

Dated: Sept. 3, 2014
Chicago, Illinois

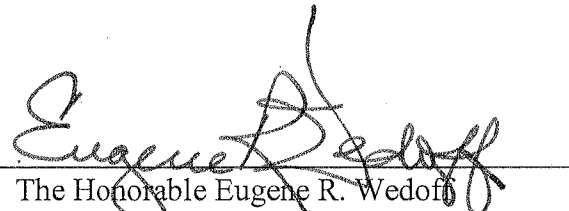

The Honorable Eugene R. Wedoff
United States Bankruptcy Judge

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:)	Chapter 11
)	
SGK VENTURES, LLC)	Case No. 13-37603
(f/k/a Keywell L.L.C.),)	
)	Honorable Eugene R. Wedoff
Debtor.)	
)	

SECOND AMENDED PLAN OF LIQUIDATION OF THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF SGK VENTURES, LLC

Dated: August 27, 2014

David A. Agay (ARDC No. 6244314)
Sean D. Malloy (ARDC No. 6217401)
Micah E. Marcus (ARDC No. 6257569)
Joshua A. Gadharf (ARDC No. 6296543)

MCDONALD HOPKINS LLC

300 North LaSalle Street, Suite 2100

Chicago, Illinois 60654

Telephone: (312) 280-0111

Facsimile: (312) 280-8232

dagay@mcdonaldhopkins.com

smalloy@mcdonaldhopkins.com

mmarcus@mcdonaldhopkins.com

jgadharf@mcdonaldhopkins.com

*Counsel to the Official Committee of Unsecured
Creditors of SGK Ventures, LLC (f/k/a Keywell L.L.C.)*

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Exhibit A — Defined Terms

INTRODUCTION

The Committee proposes the following second amended plan of liquidation for the resolution of the outstanding claims against and interests in the Debtor's bankruptcy estate. Reference is made to the Amended Disclosure Statement with Respect to the Amended Plan of Liquidation of the Official Committee of Unsecured Creditors of SGK Ventures, LLC for a discussion of the history, business, properties, and operations of the Debtor, 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 the Debtor's assets to Keywell Metals LLC (f/k/a KW Metals Acquisition LLC) and contemplates the liquidation of the Debtor's unsold assets and the distribution of the proceeds of the liquidation and the Sale pursuant to this Plan. Subject to certain restrictions and requirements set forth in 11 U.S.C. § 1127 and Fed. R. Bankr. P. 3019, the Committee 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 (as each term is defined in Exhibit A), will 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) will apply.

1.2.3 Exhibits

All Exhibits, including the Plan Supplement, 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 and Plan Supplement 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 and Plan Supplement upon written request to the Committee. Upon their filing, the Exhibits and Plan Supplement 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.omnimgt.com/sgkventures), free of charge, and (c) for a fee, at the Bankruptcy Court's website (www.ilnb.uscourts.gov) or through the Bankruptcy Court's PACER system. The documents contained in the Exhibits and Plan Supplement will 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

All Claims and Interests, except Administrative Claims, statutory fees payable pursuant to 28 U.S.C. § 1930 and Priority Tax Claims, are placed in the following Classes. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, statutory fees, and Priority Tax Claims, as described in Section 2.1, have not been classified and thus are excluded from the following Classes. 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 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 Chapter 11 Case under section 1112 of the Bankruptcy Code, or the closing of the Chapter 11 Case pursuant to section 350(a) of the Bankruptcy Code. For purposes of calculating fees based on distributions, distributions from the Debtor 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 Provisions

Except as otherwise provided in this Plan or an order of the Bankruptcy Court, requests for payment of Administrative Claims must have been Filed pursuant to the procedures specified in the Administrative Bar Date Order. Holders of Administrative Claims that first arose or accrued as to or against the Debtor on or after September 24, 2013, through and including March 16, 2014, that did not File and serve such a request by the Administrative Bar Date are forever barred from asserting such Administrative Claims against the Debtor, the Liquidating Trust, or their respective property, and any such alleged Administrative Claims will be deemed disallowed as of the Effective Date. Objections to requests for payment of Administrative Claims must be Filed by the Claims Objection 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 the Debtor after March 16, 2014, shall File a request for payment of an Administrative Claim pursuant to the procedures specified in the Administrative Bar Date Order within thirty (30) days after the Effective Date.

(ii) Bar Dates for Professional Compensation

All unpaid 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 Fee Claims for services rendered in connection with the Chapter 11 Case shall be Filed with the Bankruptcy Court no later than thirty (30) days after the Effective Date. Objections to any 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 Fee Claim; and (c) such other period of limitation as may be specifically fixed by a Final Order for objecting to such 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 Fee Claims.

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 will 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 the Plan Proponent 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 will 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 will not assess or attempt to collect such penalty from the Debtor, the Liquidating Trust, or their respective property.

2.2 Classified Claims

2.2.1 Other Priority Claims (Class 1) – Unimpaired.

Each Holder of an Allowed Other Priority Claim will receive, in full satisfaction of its Other Priority Claim, Cash 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.

2.2.2 Other Secured Claims (Class 2) – Unimpaired.

Unless the Holder of such Allowed Other Secured Claim and the Plan Proponent agree to a different treatment, thirty (30) days 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 the Liquidating Trustee: (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 Convenience Class Claims (Class 3) – Impaired.

Each Holder of an Allowed Convenience Class Claim shall receive a one time Cash payment of 62% of the amount of its Allowed Claim. Any Convenience Class Claims that are Allowed as of the Effective Date shall be paid by the Liquidating Trustee on, or as soon as reasonably practicable after, the Effective Date. Any Convenience Class Claims Allowed after the Effective Date shall be paid by the Liquidating Trustee within thirty (30) days from such allowance. Holders of Convenience Class Claims are impaired and entitled to vote to accept or reject the Plan.

2.2.4 General Unsecured Claims (Class 4) – Impaired.

On one or more Distribution Dates, each Holder of an Allowed General Unsecured Claim shall receive a Pro Rata share of the net proceeds of the Liquidating Trust Assets after the payment of all Allowed Fee Claims, Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Other Secured Claims, and Allowed Convenience Class Claims, and the payment of all costs and expenses of the Liquidating Trust. To the extent a NewKey Claim is disallowed, determined to be an Allowed NewKey General Unsecured Claim, or otherwise determined not to be an Allowed NewKey Secured Claim, each Holder of an Allowed General Unsecured Claim shall receive a Pro Rata share of the net proceeds of the Liquidating Trust Assets reserved for making payments on the relevant NewKey Claim or from the proceeds of the NewKey Letter of Credit if the holder of the relevant NewKey Claim made the NewKey Payoff Election. 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.

2.2.5 NewKey Claims (Class 5) – Disputed.

On the Effective Date, each Holder of a NewKey Claim shall receive a NewKey Note; *provided, however*, in the event a Holder of a NewKey Claim: (x) provides written notice to the Notice Parties by the Voting Deadline of its exercise of a NewKey Payoff Election; and (y) delivers a NewKey Letter of Credit to the Plan Proponent no later than ten (10) days before the Confirmation Hearing, the Holder of the NewKey Claim making the NewKey Payoff Election shall receive Cash equal to the applicable NewKey Maximum Payoff Amount on the Effective Date. In the event of an objection to the foregoing treatment and distributions on account of the NewKey Claims that is sustained by the Bankruptcy Court, the Committee, by notice to the Notice Parties, and in its sole discretion, may amend the Plan at any time prior to entry of the Confirmation Order to provide for the following alternative treatment of the NewKey Claims: (a) to the extent that a NewKey Claim is determined to be an Allowed NewKey Secured Claim, unless the Holder of such Allowed NewKey Secured Claim and the Liquidating Trustee agree to a different treatment, then, within thirty (30) days after the date on which the NewKey Claim is determined to be an Allowed NewKey Secured Claim, in full satisfaction of such Allowed NewKey Secured Claim, each Holder of such Allowed NewKey Secured Claim shall receive the treatment set forth for Class 2 Other Secured Claims; and (b) to the extent that a NewKey Claim is determined to be an Allowed NewKey General Unsecured Claim, then such Allowed NewKey General Unsecured Claim shall receive the treatment set forth for Class 4 General Unsecured Claims; and (c) to the extent that a NewKey Claim is determined to be an Interest, then such NewKey Claim shall receive the treatment set forth for Class 6 Interests. NewKey Claims are Disputed Claims on account of the NewKey Action and the NewKey Claim Objection. Holders of NewKey Claims are entitled to vote to accept or reject the Plan. Allowing Holders of Class 5 NewKey Claims to vote on the Plan shall in no way preclude the Committee from arguing at the Confirmation Hearing that Class 5 NewKey Claims are not impaired under the Plan.

2.2.6 Interests (Class 6) – 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.

2.3 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 the Debtor and the Plan Proponent 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 Convenience Class Claims that are not Disputed Claims and General Unsecured Claims that are not Disputed 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 Class 3 and Class 4 are Impaired, the votes of Holders of Claims in Class 3 and Class 4 that are not Disputed Claims will be solicited.

3.3 Presumed Acceptances by Unimpaired Classes

Allowed Other Priority Claims and Allowed Other Secured 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 will not be solicited.

3.4 Classes Deemed to Reject this Plan

Holders of Interests are not entitled to receive any distribution under this Plan. Pursuant to section 1126(g) of the Bankruptcy Code, Class 6 is conclusively deemed to have rejected this Plan and the votes of Holders of Interests therefore will not be solicited.

3.5 Solicitation of Holders of NewKey Claims

All NewKey Claims are Disputed Claims, but the Committee and NewKey have agreed that the votes of Holders of NewKey Claims will be solicited. Allowing Holders of NewKey Claims to vote on the Plan shall in no way preclude the Committee from arguing at the Confirmation Hearing that Class 5 NewKey Claims are not impaired under the Plan

3.6 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), including, but not limited to, the NewKey Defendants, 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 Plan Supplement

The Plan Supplement will be filed with the Bankruptcy Court no later than seven (7) days before the Voting Deadline. The Plan Supplement will include, among other things, the Liquidating Trust Agreement and the form of NewKey Notes. The Plan Supplement is incorporated into and made a part of this Plan.

4.2 Wind Down of the Debtor 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, while the Frewsburg Assets will remain in the possession of the Debtor and will be managed by the Frewsburg Administrator. When the Frewsburg Assets have been liquidated to cash, the cash proceeds (which are a Liquidating Trust Asset) will be distributed by the Frewsburg Administrator to the Liquidating Trust in one or more distributions. The Liquidating Trustee and the Frewsburg Administrator shall cooperate to take all necessary steps to effect the orderly wind down and dissolution of the Debtor.

4.3 Liquidating Trust

4.3.1 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. The form of Liquidating Trust Agreement will be included in the Plan Supplement. 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, including, but not limited to, the NewKey Action; (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 the Debtor as provided in Section 2.1.1.b of this Plan; (n) provide input to the Frewsburg Administrator regarding the disposition of the Frewsburg Assets; (o) draw on any NewKey Letters of Credit; and (p) 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 the Debtor and making distributions from the Liquidating Trust to Holders of Allowed Claims.

4.3.2 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 Trustee shall thereafter make a good faith determination of the fair market value of the Liquidating Trust Assets. The Liquidating Trust Assets, including the NewKey Action and the other Causes of Action, 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. The Debtor and the Frewsburg Administrator 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 the Debtor or the Committee. In connection with the transfer of the Liquidating Trust Assets, any attorney-client privilege, work product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Liquidating Trust shall vest in the Liquidating Trust and its representatives, and the Debtor, the Liquidating Trustee, and the Frewsburg Administrator are authorized to take all necessary actions to effectuate the transfer of such privileges.

4.3.3 Liquidating Trustee and Trust Advisory Committee

The initial Liquidating Trustee shall be selected by the Committee. 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. The Liquidating Trust Agreement will also provide for a trust advisory committee, the initial composition of which shall be selected by the Committee, to approve certain material decisions of the Liquidating Trustee, including (i) the sale or liquidation of non-Cash Liquidating Trust Assets for greater than \$250,000, (ii) the settlement, compromise, abandonment, or withdrawal of any Cause of Action with face value greater than \$100,000, (iii) the settlement or compromise of any Disputed Claims with face value greater than \$50,000 for an Administrative Claim, Priority Tax Claim, or Other Priority Claim, or greater than \$100,000 for a General Unsecured Claim; and (iv) the retention of professionals by the Liquidating Trust.

4.3.4 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 expenses of the Liquidating Trust, 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.

4.3.5 Reports to be Filed by the Liquidating Trustee

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; *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.

4.3.6 Fees and Expenses of the Liquidating Trust

Except as otherwise ordered by the Bankruptcy Court, the reasonable and necessary fees and expenses of the Liquidating Trust (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. Notwithstanding the foregoing, the Liquidating Trustee shall file quarterly reports with the Bankruptcy Court identifying payments

made by the Liquidating Trust to its Professionals. Any Beneficiary of the Liquidating Trust who is not a defendant in the NewKey Action may request from the Liquidating Trustee copies of any non-privileged legal bills of the Liquidating Trust's Professionals and may file a motion with the Bankruptcy Court seeking review of the Liquidating Trust's Professionals' fees to the extent the Beneficiary believes an abuse is occurring.

4.3.7 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.

4.3.8 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 the Debtor to the Liquidating Trust will be treated in part as the transfer of assets by the Debtor to the Holders of Allowed Claims, subject to any Liabilities of the Debtor 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 the Debtor 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.

4.3.9 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.

4.3.10 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, including the NewKey Action and any other Avoidance Action, on any grounds or terms he or she deems reasonable, without further order of the Bankruptcy Court.

4.3.11 Preservation of Causes of Action; Avoidance Actions

On the Effective Date, the Debtor and, to the extent necessary, the Committee 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, including, but not limited to, the NewKey Action, all other Avoidance Actions, and any and any claims held by the Estate against Patzik, Frank & Samotny Ltd., and the Liquidating Trustee may enforce any Causes of Action that the Debtor or the Estate may hold against any entity to the extent not expressly released under the Plan or by any Final Order of the Bankruptcy Court, including but not limited to those items identified in the Plan Supplement.

4.4 Restructuring Transactions

The Liquidating Trustee (and, with the consent of the Liquidating Trustee, the Frewsburg Administrator) will be 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.

4.5 Frewsburg Administrator

4.5.1 Frewsburg Administrator Generally

On the Effective Date, Timothy B. Stallkamp shall be appointed as Frewsburg Administrator. The Frewsburg Administrator shall report to the Liquidating Trustee and shall be responsible for liquidating the Debtor's Frewsburg Assets and transferring the proceeds of such liquidation to the Liquidating Trust. Subject to and to the extent set forth in the Plan, the Confirmation Order, or other agreement (or any other order of the Bankruptcy Court entered pursuant to or in furtherance hereof), the Frewsburg Administrator shall: (a) effect all actions and execute all agreements, instruments and other documents necessary to liquidate, abandon, or otherwise dispose of the Debtor's Frewsburg Assets; (b) preserve, manage, and protect the Debtor's Frewsburg Assets (directly or through his professionals, in accordance with the Plan); (c) promptly transfer the proceeds from the sale of the Debtor's Frewsburg Assets to the Liquidating Trust; (d) retain and compensate professionals, as necessary and appropriate to assist with the liquidation of the Debtor's Frewsburg Assets; (e) work cooperatively with the Liquidating Trustee to wind down and dissolve the Debtor; and (f) comply with the Plan and fulfill his obligations thereunder.

4.5.2 Fees and Expenses of the Frewsburg Administrator

Except as otherwise ordered by the Bankruptcy Court, the reasonable and necessary fees and expenses of the Frewsburg Administrator (including the reasonable and necessary fees and expenses of any professionals assisting the Frewsburg Administrator in carrying out his duties under the Plan) will be funded first by the proceeds of the Frewsburg Assets and second, to the extent necessary in the discretion of the Liquidating Trustee, by the Liquidating Trust Assets in accordance with the Liquidating Trust Agreement, all without further order from the Bankruptcy Court. Notwithstanding the foregoing, the Liquidating Trustee shall file quarterly reports with the Bankruptcy Court identifying payments made by the Frewsburg Administrator to his Professionals. Any Beneficiary of the Liquidating Trust who is not a defendant in the NewKey Action may request from the Liquidating Trustee copies of any non-privileged legal bills of the Frewsburg Administrator's Professionals and may file a motion with the Bankruptcy Court seeking review of the Frewsburg Administrator's Professionals' fees to the extent the Beneficiary believes an abuse is occurring.

4.5.3 Transition Services Agreement and Disposition of the Debtor's Frewsburg Assets

Unless terminated or otherwise rejected under the Plan, the Frewsburg Administrator may continue to perform under the Transition Services Agreement. The Frewsburg Administrator will consult with the Liquidating Trustee regarding matters in connection with the Transition Services Agreement, including enforcing any rights and remedies thereunder, and provide a monthly report regarding performance under the Transition Services Agreement and the Frewsburg Assets. After obtaining the express written consent from the Liquidating Trustee, the Frewsburg Administrator may sell the Debtor's Frewsburg Assets, without further order of the Bankruptcy Court.

4.6 Utility Deposits

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

4.7 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, in the case of payments to be made by the Liquidating Trustee, from the proceeds of the Liquidating Trust Assets.

4.8 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 Article VIII, will 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 will 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 the Debtor, its Estate, and Claim and Interest Holders 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 will be deemed rejected as of the Confirmation Date unless they are listed in the Plan Supplement as an Assumed Executory Contract or Unexpired Lease.

5.2 Cure of Defaults

Upon information and belief, all Cure Amount Claims have been satisfied in accordance with the terms and procedures of the Sale and related process. If any Executory Contract or Unexpired Lease is listed as assumed in the Plan Supplement, the counterparties to such Executory Contract or Unexpired Lease will receive notice of the proposed Cure Amount and an opportunity to object to such Cure Amount in connection with the Confirmation Hearing.

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 will be forever barred from receiving a distribution from the Debtor, the Estate, the Liquidating Trust, or the Purchaser.

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 the Debtor 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, are 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; *provided, however*, that the Debtor, with the consent of the Committee, may continue such compensation and benefit programs as are necessary to manage the Frewsburg Assets. For the avoidance of doubt, the Debtor and its successors, including the Liquidating Trustee and Frewsburg Administrator, shall have no further obligation to perform under the foregoing programs other than as the Liquidating Trustee and Frewsburg Administrator deem necessary in the performance of their duties, in their sole discretion.

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 deemed made on the Effective Date if made on the Effective Date or as promptly thereafter as practicable, but in any event no later than thirty (30) 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 will 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 will 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 the Debtor'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 inadvisable, 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 the Debtor, 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 the Debtor, 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 Distributions on Account of Certain Allowed Claims

Distributions to be made to Holders of Allowed Other Priority Claims, Allowed Secured Claims, and Allowed Convenience Class Claims shall be made within thirty (30) days of such Claim becoming an Allowed Claim or the Effective Date, whichever is later.

6.4.2 Distributions on Account of Allowed Unsecured Claims

a. Selection of Distribution Dates for Unsecured Claims

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 with payments as quickly as reasonably practicable while limiting the costs incurred by the distribution process; *provided, however*, that the first Distribution Date after the Effective Date will not occur prior to the Liquidating Trustee seeking authority from the Bankruptcy Court to make the first distributions, which request will be made by no later than forty-five (45) days after the Effective Date, and a Distribution Date must occur at least once every six months thereafter, if any amounts are available for distribution on such date, subject to Section 6.3.2.b.

b. Calculation of Amounts to be Distributed to Holders of Allowed Unsecured Claims

Prior to any distribution to holders of Allowed General Unsecured Claims, the Liquidating Trustee shall estimate the amount of Cash on hand (the "Net Available Cash") that will remain after funding (without duplication) the Disputed Claims Reserve and the Cash Reserve. Such estimation of Net Available Cash shall utilize assumptions that (a) litigation with claimants with respect to any issue that is being reasonably contested will be unsuccessful; (b) all Disputed Claims will be deemed Allowed Claims; (c) any unresolved Causes of Action shall

result in no recovery for the Liquidating Trust; (d) the NewKey Claims will be deemed Allowed NewKey Secured Claims; and (e) remaining non-Cash assets (including the Debtor's Frewsburg Assets) shall produce no recovery for the Liquidating Trust. Only if, after applying such assumptions, the estimated Net Available Cash is greater than zero shall the Liquidating Trustee be permitted to make any distributions to holders of Allowed General Unsecured Claims, unless the Liquidating Trustee obtains an order of the Bankruptcy Court allowing a distribution on other terms.

c. Distributions to Holders of Allowed Unsecured Claims

On each Distribution Date, holders of Allowed General Unsecured Claims shall receive a distribution of any Net Available Cash such that each holder of an Allowed General Unsecured Claim has received, in the aggregate, its Pro Rata share of the Net Available Cash. All distributions shall be made pursuant to the terms and conditions of this Plan and the Liquidating Trust Agreement, and shall be subject to the Debtor's or the Liquidating Trustee's rights of setoff or deduction.

d. 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 will 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 will 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.

e. *De Minimis* Distributions

On each Distribution Date prior to the Final Distribution Date, the Liquidating Trustee shall not distribute Cash to the Holder of an Allowed General Unsecured Claim if the amount of Cash to be distributed on account of such Claim is less than \$100 in the aggregate. Any Cash not distributed pursuant to this Section 6.4.2.e will be retained in the Liquidating Trust until the next Distribution Date. On the Final Distribution Date, if the aggregate amount of distributions to be made to such claimant is \$25 or greater, such distribution shall be made. Otherwise, the amount shall be redistributed to other Holders of Allowed Claims in such Class and such Holder of an Allowed Claim will be forever barred from asserting its Claim for such distribution against the Liquidating Trust or its property.

f. 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.

g. Provisions Governing Disputed Claims Reserve

(i) 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 and all NewKey Claims will be treated (solely for purposes of establishing the Disputed Claims Reserve) as Allowed NewKey Secured Claims. In making and establishing the Disputed Claims Reserve with respect to unliquidated 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, and the Debtor 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 the Debtor 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.

(ii) 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.

(iii) No Transfer of Rights

The rights of Holders of Allowed Claims to receive distributions from the Disputed Claims Reserve in accordance with the Plan will 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 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 will 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, will be

deemed to apply to any applicable accrued interest included in such Claim to the extent interest is payable under this Plan.

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 will 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 will be in U.S. currency by checks drawn on a domestic bank selected by the Debtor, 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 will 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

The Plan Proponent 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 the Debtor released pursuant to the Plan or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the Debtor or the Liquidating Trustee on behalf of the Debtor 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 the Debtor or 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 will constitute a waiver or release by the Debtor or the Liquidating Trustee of any claims, rights, and causes of action that the Debtor or Liquidating Trustee may possess against a Claim Holder, which are expressly preserved under Section 4.3.

ARTICLE VII PROCEDURES FOR RESOLVING DISPUTED CLAIMS

7.1 No Distributions Pending Allowance

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

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 the Debtor or the Liquidating Trustee by the Claims Objection Bar Date.

7.2.2 Authority to Prosecute Objections

On or after the Effective Date, the Liquidating Trustee will have the sole authority to File, settle, compromise, withdraw or litigate to judgment objections to Claims, including the NewKey Claim Objection.

7.2.3 Authority to Amend Schedules

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 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 will be reasonably acceptable in form and substance to the Plan Proponent.

B. The Plan shall not have been materially amended, altered or modified from the Plan as Filed on May 16, 2014, unless such material amendment, alteration or modification has been made in accordance with Section 2.2.5 or Section 10.1 of the Plan.

C. The documents contained in the Plan Supplement are in form and substance reasonably satisfactory to the Plan Proponent.

8.2 Conditions Precedent to the Effective Date

The Effective Date will not occur, and the Plan will 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, the Liquidating Trust shall be created, and the Liquidating Trustee shall have been appointed and accepted such appointment.

D. The Plan and all documents included in the Plan Supplement 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 the Plan Proponent without an order of the Bankruptcy Court.

8.4 Cramdown

The Plan Proponent 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 the Plan Proponent 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 will 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 will be null and void in all respects, including with respect to the releases described in Section 8.6.2; (2) nothing contained in the Plan will (a) constitute a waiver or release of any Claims by or against the Debtor or (b) prejudice in any manner the rights of the Debtor or any other party in interest; and (3) 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 will not discharge Claims against the Debtor; *provided, however*, that no Holder of a Claim against the Debtor may, on account of such Claim, seek or receive any payment or other distribution from, or seek recourse against, the Debtor, the Liquidating Trustee, the Frewsburg Administrator, or property of the Estate or the Liquidating Trust, except as expressly provided in the Plan.

8.6.2 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

the Debtor or an Interest or other right of an equity security holder are 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. For the avoidance of doubt, nothing contained in the Plan shall enjoin, or be deemed as an injunction in relation to, the NewKey Action. For the further avoidance of doubt, nothing contained in the Plan shall restrict creditor setoff rights under section 553 of the Bankruptcy Code or enjoin NewKey from prosecuting the claims it has alleged in that certain Adversary Proceeding entitled *NewKey Group, LLC, et al. v. SGK Ventures, LLC (In re SGK Ventures, LLC (f/k/a Keywell L.L.C.))*, Adv. No. 14-00114 (Bankr. N.D. Ill.).

8.6.3 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 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 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.

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 (including the Plan Supplement, as amended) 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 the Debtor, its Estate, and all Holders of Claims and Interests, are fair, equitable, and reasonable, and are approved.

8.7.4 Effect of Modification 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 the Committee'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 Chicago Tribune within seven (7) Business Days after the Effective Date. As soon as practicable after entry of this Order, the Committee shall make copies of the Confirmation Order available on the Claims and Noticing Agent's website at www.omnimgt.com/sgkventures, and as soon as practicable after the Effective Date, the Liquidating Trust shall make copies of the notice of entry of the Confirmation Order and notice of occurrence of the Effective Date available on the same website.

8.9 Request for Waiver of Stay of Confirmation Order

This Plan will 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 parties listed in Section 10.6 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 will 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 will retain such jurisdiction over the 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 the Debtor is a party or with respect to which the Debtor 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 the Debtor 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, the Liquidating Trust Agreement, 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 Chapter 11 Case;

N. Enter a final decree or decrees closing the 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 the Debtor 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, the Plan Proponent 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.

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

The Plan Proponent reserves the right to revoke or withdraw this Plan prior to the Confirmation Date and to file subsequent plans of liquidation. If the Plan Proponent 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, the Debtor or any other Person, (ii) prejudice in any manner the rights of the Debtor or any other Person or Entity, or (iii) constitute an admission of any sort by the Debtor 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 will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will 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; *provided, however*, that the Liquidating Trustee shall be substituted for the Committee with respect to any pending litigation or contested matter to which the Committee is a party, with full standing to pursue such action(s), and the Committee shall remain intact with respect to any appeals filed regarding Confirmation and the resolution of applications for Fee Claims by the Committee's Professionals. The Liquidating Trustee shall continue to compensate the Committee's Professionals for reasonable services provided in connection with any of the foregoing post-Effective Date activities.

10.5 Successors and Assigns

This Plan shall be binding upon and inure to the benefit of the Debtor, and its successors and assigns, including, without limitation, the Liquidating Trustee and the Frewsburg Administrator. 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 the Committee 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:

MCDONALD HOPKINS LLC
300 North LaSalle Street, Suite 2100
Chicago, Illinois 60654
Telephone: (312) 280-0111
Facsimile: (312) 280-8232
Attn: David A. Agay and Sean D. Malloy

All notices, requests, and demands to or upon the Debtor 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:

SGK VENTURES, LLC
Timothy Stallkamp
Chief Restructuring Officer
c/o Conway MacKenzie, Inc.
77 West Wacker Drive, Suite 4000
Chicago, IL 60601
Telephone: (312) 220-0100
Facsimile: (312) 220-0101

with a copy to:

ADELMAN & GETTLEMAN, LTD.
53 West Jackson Blvd., Suite 1050
Chicago, Illinois 60604
Telephone: (312) 435-1050
Facsimile: (312) 435-1059
Attn: Howard L. Adelman and Erich S. Buck

10.7 Effectuating Documents and Further Transactions

The Debtor 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 Corporate Action

Prior to, on, or after the Effective Date (as appropriate), all matters expressly provided for under this Plan that would otherwise require approval of the Manager, the interest owners, or directors of the Debtor shall be deemed to have occurred and shall be in effect prior to, on, or after the Effective Date without any requirement of further action by the Manager, the interest owners, or directors of the Debtor.

10.9 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.

10.10 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 Illinois, without giving effect to the principles of conflicts of law of such jurisdiction.

10.11 Exhibits

All exhibits to this Plan, including the Plan Supplement, are incorporated and are a part of this Plan as if set forth in full herein.

10.12 Filing of Additional Documents

On or before substantial consummation of this Plan, the Plan Proponent 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.

10.13 Events of Default

Unless otherwise provided elsewhere in the Plan, default with respect to the Liquidating Trustee's obligations under the Plan to any Person entitled to receive a Distribution under the Plan will not occur unless and until such Person has delivered written notice of such default to the Liquidating Trustee at the address set out in the Plan Supplement and in the Liquidating Trust Agreement, 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.

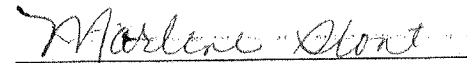
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Dated: August 27, 2014

Respectfully submitted,

The Official Committee of Unsecured
Creditors of SGK Ventures, LLC

By: OmniSource Corporation, solely in its
capacity as Chair of the Committee and not in
its individual capacity


Name: Marlene Sloat
Title: Credit Manager

By: /s/ David A. Agay

David A. Agay (ARDC No. 6244314)
Sean D. Malloy (ARDC No. 6217401)
Micah E. Marcus (ARDC No. 6257569)
Joshua A. Gadharf (ARDC No. 6296543)
MCDONALD HOPKINS LLC
300 North LaSalle Street, Suite 2100
Chicago, Illinois 60654
Telephone: (312) 280-0111
Facsimile: (312) 280-8232
dagay@mcdonaldhopkins.com
smalloy@mcdonaldhopkins.com
mmarcus@mcdonaldhopkins.com
jgadharf@mcdonaldhopkins.com

*Counsel to the Official Committee of
Unsecured Creditors of SGK Ventures, LLC
(f/k/a Keywell L.L.C.)*

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. “Administrative Bar Date” means April 7, 2014, for Administrative Claims incurred through March 16, 2014, except as otherwise set forth in the Plan.

2. “Administrative Bar Date Order” means the Order (I) Establishing Bar Date for Asserting Administrative Expenses; (II) Approving Procedures for Allowance and Payment of Administrative Expenses and (III) Approving Form and Manner of Notice Thereof, entered on February 26, 2014 (Docket No. 507).

3. “Administrative Claim” means any Claim for costs and expenses of administration of the 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 the Debtor’s Estate and operating the business of the Debtor; (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.

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 the Debtor 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 applicable 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 the Debtor, the Committee, 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 the 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. “Allowed NewKey General Unsecured Claim” means that portion of a NewKey Claim, if any, that is determined by a Final Order to be (x) an Allowed Claim and (y) a General Unsecured Claim.

7. “Allowed NewKey Secured Claim” means that portion of a NewKey Claim that is determined by a Final Order to be (x) an Allowed Claim and (y) a Secured Claim.

8. “Asset Purchase Agreement” means that certain asset purchase agreement attached to the Sale Order as Exhibit A.

9. “Assets” means all of the Debtor’s property, rights, and interests that are property of the Debtor’s Estate pursuant to section 541 of the Bankruptcy Code.

10. “Avoidance Actions” means, collectively and individually, preference actions, fraudulent conveyance actions and any other claims or causes of action under sections 510, 542, 544, 547, 548, 549, 550, 551, 553, and other applicable provisions of the Bankruptcy Code and other similar state law claims and causes of action, whether or not such action was commenced prior to the Effective Date.

11. “Ballot” means the form or forms distributed to each Holder of a Claim 3 or Class 4 Claim entitled to vote on the Plan on which the Holder indicates, among other things, either acceptance or rejection of the Plan.

12. “Bankruptcy Code” means title 11 of the United States Code, as now in effect or hereafter amended, as applicable to this Chapter 11 Case.

13. “Bankruptcy Court” means the United States Bankruptcy Court for the Northern District of Illinois.

14. “Bankruptcy Rules” means, collectively, the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as now in effect or hereafter amended, as applicable to this Chapter 11 Case.

15. “Bar Date” means a bar date established by a Bar Date Order or other applicable order of the Bankruptcy Court, which is January 31, 2014, for most General Unsecured Claims.

16. “Bar Date Order” means Order Establishing Bar Dates for Filing Proofs of Prepetition Unsecured and Secured and § 503(b)(9) Administrative Expense Claims, entered on November 25, 2013 (Docket No. 252), as the same may be amended, modified, or supplemented.

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

18. “Cash” means legal tender of the United States of America and equivalents thereof.

19. “Cash Investment Yield” means the net yield earned by the applicable Disbursing Agent from the investment of Cash held pending distribution pursuant to the Plan (including any Cash received by the Disbursing Agent on account), which investment will be in a manner consistent with the Liquidating Trust Agreement.

20. “Cash Reserve” means, without duplication of amounts in the Disputed Claims Reserve, Cash reserved by the Liquidating Trust, as determined by the Liquidating Trustee from time to time, to pay all Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Secured Claims, Allowed Convenience Class Claims, Allowed Fee Claims, Liquidating Trust Expenses, and Frewsburg Administrator Expenses.

21. “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 the Debtor, the Estate, or the Committee as of the Effective Date, including, without limitation, the NewKey Action, all other Avoidance Actions, and any claims held by the Estate against Patzik, Frank & Samotny Ltd.

22. “Chapter 11 Case” means the case commenced under chapter 11 of the Bankruptcy Code by the Debtor in the Bankruptcy Court, which has the Case No. 13-37603.

23. “Claim” means a claim (as defined in section 101(5) of the Bankruptcy Code) against the Debtor.

24. “Claims and Noticing Agent” means Rust Consulting Omni Bankruptcy.

25. “Claims Objection Bar Date” means, for all Claims (other than 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.

26. “Class” means a class of Claims or Interests, as described in Article II of the Plan.

27. “Closing Date” means December 31, 2013.

28. “Committee” means the statutory official committee of unsecured creditors appointed by the United States Trustee in the Chapter 11 Case pursuant to section 1102 of the Bankruptcy Code on October 3, 2013 (Docket No. 52), as such appointment has been subsequently amended on October 23, 2013 (Docket No. 128) and on May 2, 2014 (Docket No. 632).

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. "Convenience Class Claim" means all Claims of a single Holder of a type that would otherwise be included in Class 4 as General Unsecured Claims that are either: (x) \$10,000.00 or less in the aggregate or (y) greater than \$10,000.00 in the aggregate, but as to which the Holder thereof has made a Convenience Class Election.

34. "Convenience Class Election" means the election on the Ballot for voting to accept or reject the Plan by a single Holder of one or more General Unsecured Claims that are greater than \$10,000.00 in the aggregate to have all such General Unsecured Claims reduced to the total amount of \$10,000.00 and treated as a Convenience Class Claim.

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

36. "Debtor" means SGK Ventures, LLC (f/k/a Keywell L.L.C.), an Illinois limited liability company.

37. "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.

38. "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 the Plan Proponent, pursuant to section 1125(g) of the Bankruptcy Code, as the same may be amended, modified, or supplemented.

39. "Disputed Claim" means any Claim: (x) as to which the Debtor, the Plan Proponent, 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.

40. “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 Pro Rata distributions to Holders of Disputed Claims that become Allowed Claims.

41. “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.

42. “District Court” means the United States District Court for the Northern District of Illinois.

43. “Effective Date” means a day, as determined by the Plan Proponent, 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*, the Plan Proponent reserves the right to request that the Bankruptcy Court establish a date certain for the Effective Date in the Confirmation Order.

44. “Estate” means the estate created for the Debtor in its Chapter 11 Case, pursuant to section 541 of the Bankruptcy Code.

45. “Exculpated Parties” means the Debtor, the Plan Proponent, and any of their respective Representatives, acting in such capacity; *provided, however*, the Exculpated Parties shall not include any of the NewKey Defendants or Patzik, Frank & Samotny Ltd.

46. “Executory Contract or Unexpired Lease” means a contract or lease to which the Debtor 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.

47. “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 the Debtor’s Schedules, *provided that* such amount is not listed as disputed, contingent, or unliquidated; or (z) the amount of the Claim (i) acknowledged by the Debtor or 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 the Debtor, the Committee, 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 the Debtor’s Schedules or is listed in the Debtor’s Schedules as disputed, contingent, or unliquidated or (B) the proof of Claim specifies an unliquidated amount (in whole or in part).

48. “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 Chapter 11 Case.

49. “File,” “Filed” or “Filing” means file, filed, or filing with the Bankruptcy Court or its authorized designee in this Chapter 11 Case.

50. “Final Distribution Date” for a particular Class of Claims means the Distribution Date upon which a final distribution to Holders of Allowed Claims in the Class is to be made.

51. “Final Order” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in this 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.

52. “Frewsburg Administrator” shall mean Timothy B. Stallkamp (or any successor in his or her capacity as the Frewsburg Administrator for the Debtor under the Plan).

53. “Frewsburg Administrator Expenses” means any and all reasonable fees, costs and expenses incurred by the Frewsburg Administrator (or any agent, Person, entity or professional engaged by the Frewsburg Administrator) in connection with any of his duties under the Plan, including any reasonable administrative fees, attorneys’ fees and expenses, insurance fees, Taxes, and escrow expenses.

54. “Frewsburg Assets” shall mean (x) that certain real property of the Debtor located in Frewsburg, New York; (y) personal property located in Frewsburg, New York and necessary in connection with the Transition Services Agreement;

55. “General Unsecured Claim” means any Claim that is not an Administrative Claim, Fee Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim, Convenience Class Claim, or a NewKey Claim.

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

57. “Interest” means the rights and interest of the holder of any instrument evidencing an ownership interest in the Debtor.

58. “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.

59. “Liquidating Trust” means the trust established pursuant to Section 4.3 of the Plan to administer the Liquidating Trust Assets and to make distributions to Holders of Allowed Claims.

60. “Liquidating Trust Agreement” means the trust agreement governing the Liquidating Trust, to be dated on or prior to the Effective Date, which will be substantially in the form filed as part of the Plan Supplement.

61. “Liquidating Trust Assets” means, collectively, all of the Debtor’s Assets as of the Effective Date, other than the Frewsburg Assets, including but not limited to Causes of Action, including the NewKey Action and all other Avoidance Actions, and any NewKey Letter of Credit. After the funding of the Liquidating Trust, the Liquidating Trust Assets shall also include any fiduciary accounting income and appreciation in trust principal. Upon the liquidation of any of the Frewsburg Assets, the proceeds from such liquidation shall be transferred to the Liquidating Trust and become Liquidating Trust Assets.

62. “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.

63. “Liquidating Trustee” means the individual identified by the Plan Proponent in the Plan Supplement as the Liquidating Trustee (or any successor trustee in his or her capacity as the trustee of the Liquidating Trust).

64. “Manager” means KCL Management Corp., an Illinois corporation, and the managing member of the Debtor.

65. “Net Available Cash” has the meaning ascribed to such term in Section 6.4.2.b of the Plan.

66. “NewKey” means, collectively, NewKey I and NewKey II.

67. “NewKey I” means NewKey Group, LLC, a Delaware limited liability company.

68. “NewKey II” means NewKey Group II, LLC, a Delaware limited liability company.

69. “NewKey Action” means that certain adversary proceeding commenced by the Committee on December 17, 2013, in the Bankruptcy Court entitled *Official Committee of Unsecured Creditors of SGK Ventures, LLC (f/k/a Keywell L.L.C.) v. NewKey Group, LLC, et al. (In re SGK Ventures, LLC (f/k/a Keywell L.L.C.))*, Adv. Pro. No. 13-01411, which reference was subsequently withdrawn to the District Court, Case No. 14-cv-02080, as it may be amended and in whatever court of competent jurisdiction it may be pending.

70. “NewKey Claim” means any Claim held or asserted by either NewKey I or NewKey II in the Bankruptcy Case, including, but not limited to, Claims stated in any orders entered by the Bankruptcy Court authorizing use of cash collateral (including Docket Nos. 25, 79, 113, 291, and 606), and any Claims included or incorporated in proofs of Claim, motions, pleadings, or other documents Filed in the Chapter 11 Case (including Docket Nos. 90, 91, 254, 278, 305, 363, 371, 489, 593, and 629).

71. “NewKey Claim Objection” means, collectively, (a) all objections made by the Committee to the allowance of the NewKey Claims in the Amended Complaint filed in the NewKey Action (Docket No. 13), (b) all other claims, counterclaims, or defenses that have been made, or will be made, by the Committee, or any subsequent Estate representative, including the Liquidating Trustee, against NewKey in the NewKey Action or in that certain adversary proceeding commenced by NewKey on February 20, 2014 in the Bankruptcy Court entitled *NewKey Group, LLC, et al. v. SGK Ventures, LLC*, Adv. Pro. No. 14-00114, which reference was subsequently withdrawn to the District Court, Case No. 14-cv-02080, as it may be amended and in whatever court of competent jurisdiction it may be pending, and (c) the objections filed by the Committee to the NewKey Claims (Docket Nos. 273 and 274), which objections were subsequently withdrawn without prejudice (Docket No. 636).

72. “NewKey Defendants” shall mean the defendants named in the NewKey Action, including, but not limited to, NewKey, and any other defendants named in the NewKey Action in the future.

73. “NewKey Letter of Credit” means an irrevocable standby letter of credit issued by a financial institution acceptable to the Plan Proponent in its sole discretion, in the amount of the applicable NewKey Maximum Payoff Amount, in form and substance acceptable to the Plan Proponent in its sole discretion, which such NewKey Letter of Credit shall provide for presentment and draw by the Liquidating Trustee: (x) immediately upon entry of a Final Order determining that a NewKey Claim is not an Allowed NewKey Secured Claim in whole or in part; and (y) in an amount equal to that portion of the NewKey Maximum Payoff Amount not determined to be an Allowed NewKey Secured Claim.

74. “NewKey Maximum Payoff Amount” means: (x) for NewKey I: \$4,553,320.34, plus, for the period from the Petition Date through and including the Effective Date, interest accruing at the applicable default rate and out of pocket expenses; and (y) for NewKey II: \$5,942,742.52 plus, for the period from the Petition Date through and including the Effective Date, interest accruing at the applicable default rate and out of pocket expenses. For the avoidance of doubt, the Plan Proponent reserves the right to seek Bankruptcy Court determination of the NewKey Maximum Payoff Amounts as part of the Confirmation Order or another Final Order. To determine the appropriate amount of out of pocket expenses to be included in the calculation of the NewKey Maximum Payoff Amount, the Bankruptcy Court shall set a hearing no more than 45 days after the Effective Date, at which time NewKey shall present evidence supporting the amount of out of pocket expenses it believes should be included in the calculation of the NewKey Maximum Payoff Amount. After hearing NewKey’s evidence and any objections by the Committee or the Liquidating Trustee, the Bankruptcy Court shall

make a final determination of the value of the NewKey Maximum Payoff Amount for NewKey I and NewKey II.

75. "NewKey Note" means a note issued to either NewKey I or NewKey II, which such NewKey Note (w) shall be payable within five (5) business days of entry of a Final Order determining a NewKey Claim to be an Allowed NewKey Secured Claim, but only to the extent such NewKey Claim is determined to be an Allowed NewKey Secured Claim, (x) shall have a face value equal to such Allowed NewKey Secured Claim, which such face value shall be no greater than the applicable NewKey Maximum Payoff Amount, (y) shall be secured by a lien on Cash held in a segregated account by the Liquidating Trustee in the amount of the applicable NewKey Maximum Payoff Amount, which such Cash shall include interest earned on the NewKey Note, as and when accrued, assuming a hypothetical face value in the amount of the NewKey Payoff Amount, and (z) shall earn interest at the Prime Rate only on that portion of a NewKey Claim determined to an Allowed NewKey Secured Claim. For the avoidance of doubt, the NewKey Note will be deemed void and terminated without any payment on account of the NewKey Note upon entry of a Final Order finding that the underlying NewKey Claim is anything other than an Allowed NewKey Secured Claim.

76. "NewKey Payoff Election" means the written election made by the Holder of a NewKey Claim pursuant to the Plan to receive the applicable NewKey Maximum Payoff Amount.

77. "Notice Parties" means: (x) prior to the Effective Date, counsel for the Debtor, 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.

78. "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 or a Priority Tax Claim.

79. "Other Secured Claim" means any Secured Claim that is not an Allowed NewKey Secured Claim.

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

81. "Petition Date" means September 24, 2013, the date on which the Debtor Filed its petition for relief and commenced the Chapter 11 Case.

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

83. "Plan Proponent" means the Committee.

84. "Plan Supplement" means a supplement to the Plan in form and substance satisfactory to the Plan Proponent, and as such documents and exhibits may be altered, amended, modified, or supplemented from time to time with the consent of the Plan Proponent, which shall

be filed with the Bankruptcy Court no later than ten (10) days prior to the Confirmation hearing, and include, among other things, the following documents: (i) the Liquidating Trust Agreement; (ii) the identity of the Liquidating Trustee; (iii) the form of the NewKey Note; and (iv) the schedule of Causes of Action to be retained by the estate subsequent to the Effective Date.

85. “Prime Rate” means the prime rate published by Bank of America, N.A.

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

87. “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.

88. “Professional” means any professional employed in the 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 this Chapter 11 Case pursuant to section 503(b)(4) of the Bankruptcy Code.

89. “Purchaser” means Keywell Metals LLC (f/k/a KW Metals Acquisition LLC), a Delaware limited liability company, as purchaser in accordance with the terms of the Asset Purchase Agreement.

90. “Real Property Assets” means all of the Debtor’s property, rights, and interests in: (x) the Frewsburg Assets, and (y) any office furniture, computers, or similar assets necessary for the Frewsburg Administrator in connection with the Transition Services Agreement and wind down of the Frewsburg, New York real property.

91. “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; provided, however, that no NewKey Defendant shall be considered a Representative.

92. “Sale” means the sale of substantially all the assets of the Debtor to the Purchaser, pursuant to the Asset Purchase Agreement.

93. “Sale Order” means that certain Order Authorizing Sale of Substantially All of the Assets of the Debtor Free and Clear of Liens, Claims, Encumbrances and Interests and

Authorizing the Assumption and Assignment of Assumed Contracts and Unexpired Leases, and Related Relief, entered on December 12, 2013 (Docket No. 313).

94. "Schedules" means the schedules of assets and liabilities and the Statements of Financial Affairs Filed by the Debtor on October 8, 2013 (Docket Nos. 68, 69, and 71), as amended on October 23, 2013 (Docket Nos. 129, 130, 132, 134, and 135) and on March 28, 2014, (Docket Nos. 570-573, 577, and 578), as required by section 521 of the Bankruptcy Code, as the same may have been or may be amended, modified, or supplemented.

95. "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.

96. "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.

97. "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.

98. "Transition Services Agreement" means that certain Transition Services Agreement dated as of December 31, 2013 by and between the Debtor and Keywell Metals LLC.

99. "United States Trustee" means the Office of the United States Trustee for the Northern District of Illinois.

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

101. "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.

PLAN SUPPLEMENT

EXHIBIT 1

SGK VENTURES, LLC LIQUIDATING TRUST AGREEMENT

Dated as of _____, 2014

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SGK VENTURES, LLC LIQUIDATING TRUST AGREEMENT

This Liquidating Trust Agreement (this “Agreement”) is executed as of _____, 2014, by and among Kelly Stapleton of Alvarez & Marsal, as initial liquidating trustee under this Agreement (the initial liquidating trustee or any successor, the “Liquidating Trustee”); the Official Committee of Unsecured Creditors duly appointed for the Chapter 11 Case (as defined below) (the “Committee”); and SGK Ventures, LLC (f/k/a Keywell L.L.C.) (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 meaning ascribed to them in the Amended Plan of Liquidation of the Official Committee of Unsecured Creditors of SGK Ventures, LLC, dated as of June 30, 2014 (as amended, modified or supplemented, the “Plan”). This trust may also be referred to as the “SGK Ventures Liquidating Trust” or by employing words of similar meaning.

RECITALS

WHEREAS, on September 24, 2013 (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 Northern District of Illinois (the “Bankruptcy Court”), thereby commencing Case No. 13-37603 (the “Chapter 11 Case”);

WHEREAS, on October 3, 2013, the Committee was appointed and authorized to act as a representative of the unsecured creditors. The Committee 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 _____, 2014, 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 become and comprise the liquidating estate of the Debtor subject to 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 other than the Frewsburg Assets. The Plan provides that the Frewsburg Assets shall be liquidated by the Frewsburg Administrator and the proceeds of such liquidation, if any, shall be transferred to the Liquidating Trust and thereafter become Liquidating Trust Assets; and

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

**ARTICLE I:
CREATION AND PURPOSE**

1.1 **Creation.** The Debtor and the Committee, pursuant to the terms of the Plan, hereby establish 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. This Agreement also will set forth the rights, powers, and duties of the Advisory Committee, as defined below, in providing guidance to the Liquidating Trustee with respect to certain aspects of the Liquidating Trust.

1.3 **Beneficiaries.** All holders of Allowed General Unsecured Claims and, until such Claims are satisfied, the holders of other Allowed Claims to be paid by the Liquidating Trust under the Plan, 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 and the Cash 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) liquidate and administer claims against the Liquidating Trust;
- (i) calculate and implement distributions from the Liquidating Trust in accordance with the Plan and this Agreement;
- (j) maintain a list of holders of Allowed General Unsecured Claims;
- (k) report to the Beneficiaries of the Liquidating Trust by filing the reports required in Section 4.3.5 of the Plan;
- (l) utilize Liquidating Trust Assets to pay premiums for any insurance policies that the Liquidating Trustee deems necessary, in his/her sole discretion, to insure the assets of the Liquidating Trust against loss and/or to insure the Liquidating Trustee and Advisory Committee against liability with respect to third persons;
- (m) file any necessary tax returns and utilize Liquidating Trust Assets to pay any necessary taxes; and
- (n) take such actions that are necessary to dissolve the Liquidating Trust in accordance with Article X of this Agreement; and
- (o) such other powers that are necessary and appropriate to administer the Liquidating Trust as contemplated under the Plan and this Agreement.

2.3 Consent of Advisory Committee. The Liquidating Trustee shall obtain the approval of the Advisory Committee before doing any of the following:

- (a) selling or liquidating non-Cash Liquidating Trust Assets for greater than \$250,000;
- (b) settling, compromising, abandoning, or withdrawing any Cause of Action with face value greater than \$100,000; and
- (c) settling or compromising any Disputed Claims with face value greater than \$50,000 for an Administrative Claim, Priority Tax Claim or Other Priority Claim, or greater than \$100,000 for a General Unsecured Claim.

2.4 Compensation. The Liquidating Trustee shall be compensated at a rate of \$725 per hour, 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 its reasonable attorneys' and other professionals' fees. Notwithstanding the foregoing, the Liquidating Trustee shall file quarterly reports with the Bankruptcy Court identifying payments made by the Liquidating Trust to its Professionals. Any Beneficiary of the Liquidating Trust who is not a defendant in the NewKey Action (as defined in the Plan) may request from the Liquidating Trustee copies of any non-privileged legal bills of the Liquidating Trust's Professionals and may file a motion with the Bankruptcy Court seeking review of the Liquidating Trust's Professionals' fees to the extent the Beneficiary believes an abuse is occurring.

2.5 Liquidating Trustee's Lien. The Liquidating Trustee shall have a first priority lien on all assets of the Liquidating Trust to secure payment of his/her compensation and reimbursement of his/her 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 4.3 of this Agreement. The Liquidating Trustee's lien shall be *pari passu* with the first priority lien of the Advisory Committee granted under Section 3.5 of this Agreement.

2.6 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, subject to the approval of the Advisory Committee, 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 his/her duties under this Agreement.

ARTICLE III: ADVISORY COMMITTEE

3.1 Appointment; Composition. As of the Effective Date, pursuant to the Confirmation Order, the following are appointed and authorized under Section 4.3.3 of the Plan to act as the advisory committee for the Liquidating Trust (the "Advisory Committee"):

[TO BE DETERMINED]

The Advisory Committee shall have no more than five (5) and no less than three (3) members. If any member resigns, a replacement shall be appointed pursuant to the procedures set forth in this Agreement.

3.2 Duties and Powers of the Advisory Committee. The Advisory Committee shall have the following duties and powers with respect to the Liquidating Trust:

(a) approve certain actions of the Liquidating Trustee as set forth in Section 2.3 of this Agreement;

(b) in the Liquidating Trustee's discretion, consult with and advise the Liquidating Trustee on the administration of the Liquidating Trust;

(c) authorize the appointment of successor Liquidating Trustees and members of the Advisory Committee as provided in the Plan and this Agreement; and

(d) such other powers as are necessary to fulfill its duties as set forth in this Agreement.

Except as otherwise authorized under this Agreement, an affirmative vote (which may be by written consent on notice to all members) from a majority of total Advisory Committee members present is necessary for the Advisory Committee to take any action authorized under the Plan and this Agreement.

3.3 Resignation and Successors. The members of the Advisory Committee may resign at any time by giving thirty (30) days' written notice to the Liquidating Trustee and other members of the Advisory Committee. In the event of a resignation, the remaining members of the Advisory Committee shall appoint a successor member. To qualify for appointment on the Advisory Committee, a successor must hold an Allowed General Unsecured Claim and must not have voted to reject the Plan. A successor member shall be appointed and authorized to act on the Advisory Committee upon accepting such appointment.

3.4 Compensation and Expenses. The members of the Advisory Committee shall be reimbursed, without further order of the Bankruptcy Court, for all actual and necessary reasonable expenses in acting as a member of the Advisory Committee.

3.5 Lien. The members of the Advisory Committee shall have a first priority lien on all assets of the Liquidating Trust to secure reimbursement of their expenses. The lien also shall secure the indemnification obligation of the Liquidating Trust to the members of the Advisory Committee as set forth in Section 4.3 of this Agreement. The lien shall be *pari passu* with the first priority lien of the Liquidating Trustee granted under Section 2.5 of this Agreement.

ARTICLE IV: CONDUCT OF THE LIQUIDATING TRUSTEE AND ADVISORY COMMITTEE

4.1 Exercise of Duties and Responsibilities. The Liquidating Trustee and the Advisory Committee shall exercise the rights and powers vested in them under the Plan and this Agreement, and use the same degree of care and skill in their 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

- (a) the duties and obligations of the Liquidating Trustee and the Advisory Committee shall be determined solely by the express provisions of the Plan and this Agreement, and they 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 or the Advisory Committee;
- (b) the Liquidating Trustee and the Advisory Committee shall not be liable for any negligence or error of judgment made in good faith by them or any of their

officers or employees, unless the Liquidating Trustee or the Advisory Committee is grossly negligent or engages in willful misconduct;

- (c) the Liquidating Trustee shall not be liable for any right, duty, or conduct of the Advisory Committee; and
- (d) the Advisory Committee shall not be liable for any right, duty, or conduct of the Liquidating Trustee.

The provisions of this Section shall apply to any right, conduct, power, duty, or responsibility of the Liquidating Trustee or the Advisory Committee, as the case may be, under the Plan or this Agreement. None of the provisions in the Plan or this Agreement shall be construed to require the Liquidating Trustee or any member of the Advisory Committee to expend or risk their own funds or otherwise incur personal financial liability in the performance of their duties or in the exercise of their rights and powers.

4.2 Reliance on Documents, Statements, etc. The Liquidating Trustee and the Advisory Committee:

- (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 them to be genuine and to have been signed or presented by the proper party or parties;
- (b) may consult with their legal counsel, and any written advice or opinion of their legal counsel shall be full and complete authorization and protection in respect of any action taken or not taken by them in good faith and in accordance with such advice or opinion of counsel;
- (c) shall not be liable for any action taken or not taken if in good faith and believed by them to be authorized or within their 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 they shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care.

4.3 Indemnification of the Liquidating Trustee and the Advisory Committee. Subject to Section 4.1, the Liquidating Trustee and the Advisory Committee (the "Indemnified Parties") 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 of their own acts as shall constitute willful misconduct, gross negligence, willful disregard of the Indemnified Parties' duties, or material breach of this Agreement. Except as aforesaid, the Indemnified Parties 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 Indemnified Parties may be subject by reason of the Indemnified Parties' execution in good faith of the Indemnified Parties' duties under this Agreement. The Indemnified Parties' officers, employees, agents, if any (including, without limitation, the

Indemnified Parties' professionals), and any co-trustee(s) appointed pursuant to Section 2.6 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 the terms of this Agreement. The Indemnified Parties shall not be obligated to give any bond or surety or other security for the performance of any of their 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 V:
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, other than as set forth in Section 6.7 of this Agreement, 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 VI:
ADMINISTRATION OF THE LIQUIDATING TRUST**

6.1 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.

6.2 Settlement of Causes of Action and Disputed Claims. Confirmation of the Plan shall constitute authority for the Liquidating Trustee, without further action or order of the Bankruptcy Court, to settle, compromise, abandon, or dismiss any Cause of Action or Disputed Claim; provided, however, that the Liquidating Trustee shall first obtain approval of the Advisory Committee if such approval is required under Section 2.3 of this Agreement. 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 his/her 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 (or give approval with respect to such action), the Liquidating Trustee or the Advisory Committee, as the case may be, 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.

6.3 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.

6.4 Investment of Moneys. Except as otherwise provided in this Agreement, 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 certificates of deposit), (b) other temporary liquid investments (such as U.S. treasury bills), and (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.

6.5 Fees and Expenses. Subject to the priority of payment established under Section 8.3 of this Agreement and Article II of the Plan, the Liquidating Trustee shall pay all fees, costs, and expenses of administering the Liquidating Trust (including, without limitation, fees and expenses reimbursed to members of the Advisory Committee and any statutory fees) from the Cash Reserve or other available moneys of the Liquidating Trust, as and when such fees, costs, and expenses become due and owing.

6.6 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 semi-annual 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.

6.7 **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. The Beneficiaries shall, upon reasonable notice to the Liquidating Trustee and only during reasonable business hours, have the right to audit the books, records and accounts relating to the Liquidating Trust within one (1) year following the end of each calendar year. Any such audit will be completed within twelve (12) months after its commencement. The auditing Beneficiary shall be responsible for reimbursing the Liquidating Trustee for any of the Liquidating Trustee's out-of-pocket expenses incurred during such audit.

6.8 **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 VII: TAX MATTERS

7.1 **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.

7.2 **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. 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 he/she 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 an Illinois 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.

7.3 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 his/her 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 Internal Revenue Service, 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 Internal Revenue Service 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.

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.

7.4 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 him/her 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 Internal Revenue Service, 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 Periodic Distribution Date (as defined below) 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 8.8 below or the amount required to be withheld may be so withheld and turned over to the applicable authority.

**ARTICLE VIII:
APPLICATION AND PRIORITY OF DISTRIBUTION OF LIQUIDATING TRUST
FUNDS**

8.1 Money Held in Trust. All moneys and other assets that the Liquidating Trustee 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 Trustee 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 6.4 of this Agreement.

8.2 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, as may be required;

- (c) reserve for or pay to the Liquidating Trustee's professionals for services rendered and expenses incurred;
- (d) reserve for or pay to 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 8.2; and
- (f) establish a Disputed Claims Reserve and a sufficient Cash Reserve.

8.3 Priority of Payment from the Liquidating Trust. After providing for the reserves set forth in Section 8.2 hereof, all proceeds from assets of the Liquidating Trust shall be distributed according to the priorities set forth in the Plan. Generally, Allowed priority and administrative claims will be paid in full, Convenience Class Claims will be paid 62 cents on the dollar, and Allowed General Unsecured Claims will receive a Pro Rata share of remaining funds. Disputed NewKey Claims will be reserved for with a separate Cash reserve and treated pursuant to the Plan and under the terms of the escrow agreement filed with the Plan Supplement.

8.4 Distribution Dates. Distributions will be made by the Liquidating Trustee or a Third Party Disbursing Agent pursuant to the terms of the Plan.

8.5 Interim Distributions. On each applicable Distribution Date, the Liquidating Trustee will distribute the Net Available Cash in accordance with the Plan and this Agreement. A Distribution Date must occur at least once every six (6) months after the Initial Distribution Date, if any amounts are available for distribution on such date.

8.6 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.

8.7 Disputed Claims. Prior to making any distributions under the Plan, the Liquidating Trustee shall establish a reserve for the benefit of holders of Disputed Claims (the "Disputed Claims Reserve"). 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 in accordance with the Plan, 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.

The distributions held or received by the Liquidating Trustee on account of the Disputed Claims Reserve, along with any Cash Investment Yield held in 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.

8.8 Unclaimed and Undeliverable Distributions. Subject to Article V hereof, the Liquidating Trustee shall treat unclaimed and undeliverable distributions in accordance with Article VI of the Plan to such Beneficiary will be available for a subsequent distribution to other Beneficiaries.

8.9 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. The Liquidating Trustee shall not be required to make any interim distributions in an amount less than \$100 provided that any such payments shall be withheld until the Final Distribution. Notwithstanding anything herein to the contrary, the Liquidating Trustee shall not be required to make any final distributions in an amount less than \$25.

(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 8.8.

8.10 Third Party Disbursing Agent. The Liquidating Trustee may employ, in his/her 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 IX: RESIGNATION AND REMOVAL OF THE LIQUIDATING TRUSTEE

9.1 Resignation. At any time after his/her appointment, the Liquidating Trustee may petition the Bankruptcy Court for an order authorizing his/her resignation. The petition shall identify a proposed successor Liquidating Trustee approved by the Advisory Committee, 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, the Advisory Committee through counsel for the Liquidating Committee may petition the Bankruptcy Court for the appointment of a successor Liquidating Trustee. In either case, the resignation shall be effective upon the successor Liquidating Trustee accepting his/her appointment as Liquidating Trustee under this Agreement.

9.2 Successor Liquidating Trustee. Any successor Liquidating Trustee, however appointed, 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 or removed Liquidating Trustee.

ARTICLE X: TERMINATION AND DISCHARGE

10.1 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 within six (6) months from the beginning of such extended term, until the assets of such Liquidating Trust have been sold or otherwise disposed of in fulfillment of the purpose of such Liquidating Trust. The term of the Liquidating Trust shall in no event exceed fifteen (15) years after the Effective Date.

10.2 **Discharge.** The Liquidating Trustee shall be discharged of his/her duties under this Agreement on the earlier of: (a) the date of termination as provided in Section 10.1, or (b) the date that a successor Liquidating Trustee accepts his/her appointment.

ARTICLE XI: MISCELLANEOUS

11.1 **No Third-Party Beneficiaries.** Notwithstanding anything to the contrary in the Plan or this Agreement, neither the Liquidating Trustee nor any member of the Advisory Committee, nor any of their officers, directors, employees, members, 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 and the Advisory Committee 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 and the Advisory Committee, in their 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.

11.2 **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. 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.

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

11.4 **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.

11.5 **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.

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

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

11.8 **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.

11.9 **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.

11.10 **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: _____
David A. Agay (ARDC No. 6244314)
Sean D. Malloy (ARDC No. 6217401)
Micah E. Marcus (ARDC No. 6257569)
Joshua A. Gadharf (ARDC No. 6296543)
MCDONALD HOPKINS LLC
300 North LaSalle Street, Suite 2100
Chicago, Illinois 60654
Telephone: (312) 280-0111
Facsimile: (312) 280-8232
dagay@mcdonaldhopkins.com
smalloy@mcdonaldhopkins.com
mmarcus@mcdonaldhopkins.com
jgadharf@mcdonaldhopkins.com

*Counsel to the Official Committee
of Unsecured Creditors of SGK Ventures,
LLC (f/k/a Keywell L.L.C.)*

By: _____
Howard L. Adelman (ARDC No. 0015458)
Erich S. Buck (ARDC No. 6274635)
Steven B. Chaiken (ARDC No. 6272045)
Alexander F. Brougham (ARDC No. 6301515)
ADELMAN & GETTLEMAN, LTD.
53 West Jackson Boulevard, Suite 1050
Chicago, Illinois 60604
Telephone: (312) 435-1050
Facsimile: (312) 435-1059
dagay@mcdonaldhopkins.com
smalloy@mcdonaldhopkins.com
mmarcus@mcdonaldhopkins.com
jgadharf@mcdonaldhopkins.com

*Counsel to SGK Ventures, LLC (f/k/a
Keywell L.L.C.)*

By: _____

Kelly Beaudin Stapleton
ALVAREZ & MARSAL
600 Madison Avenue
New York, New York 10022
Telephone: (917) 403-6748
kstapleton@alvarezandmarsal.com

LIQUIDATING TRUSTEE

EXHIBIT A

[PLAN OF LIQUIDATION]

EXHIBIT B
[CONFIRMATION ORDER]

EXHIBIT 2

Liquidating Trustee

The Committee has approved the following individual as the initial Liquidating Trustee pursuant the Liquidating Trust Agreement:

Kelly Beaudin Stapleton
Alvarez & Marsal
600 Madison Avenue
New York, New York 10022
Telephone: (917) 403-6748
kstapleton@alvarezandmarsal.com

EXHIBIT 3

[FORM OF NOTE]

THIS SECURED PROMISSORY NOTE IS EXECUTED AND DELIVERED AS PART OF THE CONFIRMED AMENDED PLAN OF LIQUIDATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF SGK VENTURES, LLC, AS MODIFIED, IN THE CHAPTER 11 CASE STYLED *IN RE SGK VENTURES, LLC (F/K/A KEYWELL, L.L.C.)*, CASE NO. 13-37603, IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, AND IS THEREFORE EXEMPT FROM DOCUMENTARY STAMP TAX PURSUANT TO 11 U.S.C. § 1146(a).

SECURED PROMISSORY NOTE

Allowed NewKey Secured Claim Amount _____, 2014
Chicago, Illinois

FOR VALUE RECEIVED AND PURSUANT TO THE TERMS OF THE AMENDED PLAN OF LIQUIDATION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF SGK VENTURES, LLC (as modified, the "Plan"), **SGK VENTURES LIQUIDATING TRUST** ("Maker"), whose address is _____, promises to pay to the order of **[NEWKEY ENTITY], a Delaware limited liability company**, ("Holder"), whose address is _____, or at such other place as Holder may designate in writing, the principal sum of Holder's Allowed NewKey Secured Claim, as defined in the Plan (the "Allowed NewKey Secured Claim Amount"), if any, together with interest from the Effective Date of the Plan on that portion of Holder's NewKey Claim determined to be an Allowed NewKey Secured Claim at the Interest Rate, as hereinafter defined, which shall be payable in accordance with the terms and conditions as set forth below. The Allowed NewKey Secured Claim Amount may include expenses of retaking, holding, preparing for sale, or other disposition of collateral under Holder's prepetition security agreement, including reasonable attorneys' fees and legal expenses incurred by Holder, solely to the same extent those rights existed under Holder's prepetition security agreement with the Debtor.

On September 24, 2013, Keywell, L.L.C. (n/k/a SGK Ventures, LLC) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court"), thereby commencing Case No. 13-37603. On June 30, 2014, the Official Committee of Unsecured Creditors of SGK Ventures, LLC filed the Plan. On _____, 2014, the Bankruptcy Court entered an order confirming the Plan (the "Confirmation Order"), and the Plan became effective on _____, 2014. This Promissory Note (hereinafter, the "Note") is being executed and delivered by Maker pursuant to the terms of the Plan and the Confirmation Order. In the event that there is any conflict between the terms of this Note and the Plan, the terms of the Plan shall govern. Any capitalized but undefined term in this Note shall have the meaning ascribed to such term in the Plan.

This Note is only payable if a Final Order is entered determining that Holder's NewKey Claim is an Allowed NewKey Secured Claim and payable only in the amount set forth in the

Final Order, which amount may be less than but cannot exceed the NewKey Maximum Payoff Amount, plus professional fees (subject to determination by the Bankruptcy Court) and interest accruing after the Effective Date of the Plan. For the avoidance of doubt, any professional fees included in the payment of the Note may relate only to NewKey's rights, if any, to expenses under Holder's prepetition security agreement with the Debtor consistent with the terms of Holder's prepetition security agreement with the Debtor.

1. TERM/MATURITY DATE. The term ("Term") of this Promissory Note shall commence on the date hereof and shall end on the fifth (5th) Business Day after entry of a Final Order determining Holder's NewKey Claim to be an Allowed NewKey Secured Claim ("Maturity Date"), at which time the Allowed NewKey Secured Claim Amount, plus interest accrued hereunder, shall be due and payable by Maker to Holder.

2. INTEREST RATE. Except as otherwise provided by order of the Bankruptcy Court or other court of competent jurisdiction, during the term of this Note, the interest rate ("Interest Rate") on the Allowed NewKey Secured Claim Amount shall be at an annual rate equal to the Prime Rate. The Prime Rate is the prime rate published by Bank of America, N.A., as determined by Maker quarterly on April 1, July 1, October 1 and January 1 of each year (each an "Adjustment Date") during the term of this Note. The Interest Rate shall adjust on each Adjustment Date. If the Prime Rate, as determined by Bank of America, N.A., becomes unavailable during the term of this Note, Maker shall have the right, exercising reasonable judgment, to select a comparable per annum interest rate, and such rate of interest determined by such method shall constitute the Prime Rate. The Interest Rate and all interest accrued on the Allowed NewKey Secured Claim Amount shall be calculated on a 360 day year, based on the actual number of days elapsed in each calendar year. Interest shall only be payable by Maker in the event a Final Order is entered determining that some portion of Holder's NewKey Claim is an Allowed NewKey Secured Claim. Interest shall only accrue on that portion of Holder's NewKey Claim that is determined, by a Final Order, to be an Allowed NewKey Secured Claim.

3. PAYMENT. On the Maturity Date, the Liquidating Trustee shall pay the entire Allowed NewKey Secured Claim Amount, plus interest. The payment shall be made to the address of Holder set forth above, unless Holder designates in writing to Maker such other place where to make payment, which designation or designations may occur at any time.

4. SECURITY. As of the Effective Date of the Plan, Maker executed an escrow agreement for Holder's benefit (the "Escrow Agreement"). In accordance with the Escrow Agreement, Maker has deposited an amount of cash equal to the NewKey Maximum Payoff Amount (plus estimated interest for two years at the Interest Rate) into an escrow account (the "Escrow Account"). As security for the payment of the amounts that may become payable pursuant to this Note, Holder is hereby granted a lien on the cash held in the Escrow Account (the "Escrow Funds") but solely to the extent that Holder is determined by Final Order to have an Allowed NewKey Secured Claim.

5. NON-RECOURSE NOTE. This is a non-recourse note. Holder's sole recourse for payment of monies due under this Note shall be from the Escrow Funds and Holder shall have no recourse against Maker, the Liquidating Trust, any of the Liquidating Trust Assets, the Frewsburg Administrator, any of the Frewsburg Assets, or the Debtor.

6. CANCELLATION OF NOTE. This Note shall immediately be cancelled, no additional sums shall be owed by Maker to Holder pursuant to this Note, and Holder's lien on the Escrow Funds will be terminated and void, upon the entry of a Final Order finding that Holder's NewKey Claim is not an Allowed NewKey Secured Claim.

7. EVENTS OF DEFAULT. The happening of any of the following events shall constitute an event of default ("Event of Default") hereunder: (a) failure of Maker to pay any principal, interest, or any other sums required hereunder when due under this Note; (b) failure of Maker to comply with any other terms and obligations herein after all applicable cure periods; (c) an Event of Default shall occur under the Escrow Agreement which is not cured within the applicable cure period.

8. REMEDIES. If an Event of Default shall occur hereunder, then Holder may pursue any and all rights and remedies provided Holder under this Note and/or the Escrow Agreement or otherwise available at law and/or in equity, which remedies are cumulative and concurrent and may be exercised singularly, jointly, concurrently, or successively and as often as said occasion shall occur, at the sole discretion of Holder, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Failure or delay by Holder to exercise any and all rights or remedies which Holder may in an Event of Default be entitled to exercise shall not constitute a waiver of the right to exercise such rights or remedies in the event of any subsequent default, whether of the same or different nature. No waiver of any right or remedy by Holder shall be effective unless made in writing and signed by Holder, nor shall any waiver on one occasion apply to any future occasion.

9. INTEREST LIMITATION. Notwithstanding anything contained in this Note or the Escrow Agreement to the contrary, in no event shall the Interest Rate and/or amount of interest to accrue exceed the maximum rate of interest on the unpaid principal balance hereof allowed from time to time by applicable law. If the Interest Rate shall exceed the maximum rate permitted by law, then the Interest Rate shall be deemed automatically reduced to the highest rate permitted by law. It is expressly acknowledged and agreed by Maker and Holder that any Interest Rate charged herein is not intended to exceed the maximum rate permitted by law.

10. ATTORNEYS' FEES. Holder may recover reasonable attorneys' fees and legal expenses incurred in connection with the enforcement of this Note to the extent that such fees and expenses constitute expenses of retaking, holding, preparing for sale, or other disposition of collateral consistent with the terms of Holder's prepetition security agreement with the Debtor.

11. MISCELLANEOUS.

A. The term "Maker," as used herein, in every instance shall include Maker's, heirs, executors, administrators, legal representatives, successors, and assigns, and shall denote the singular and/or plural, the masculine and/or feminine, and natural and/or artificial persons whenever and wherever the context so requires or admits.

B. The term "Holder" shall be deemed to include any subsequent holder(s) of this Note. Whenever used in this Note, the term "person" means any individual, firm, corporation, trust, or other organization or association or other enterprise. Whenever used in this Note, words in the singular include the plural, words in the plural include the singular, and pronouns of any gender include the other genders, all as may be appropriate.

C. Capitalized terms not defined herein shall have the meanings ascribed in the Plan.

D. This Note may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

E. This Note constitutes a contract under the laws of the State of Illinois and shall be governed by construed and enforceable in accordance with the laws of the State of Illinois, and shall further be enforceable in a court of competent jurisdiction in that state, regardless of in which state this Note is being executed. Jurisdiction and venue for any legal action arising out of this Note shall lie in the Bankruptcy Court.

F. The headings of the paragraphs contained in this Note are for convenience of reference only and do not form part hereof and in no way modify, interpret, or construe the meaning of the parties hereto.

G. No extension of time for payment of this Note and no alteration, amendment, or waiver of any provision of this Note or of the Escrow Agreement made by agreement between Holder and any person or party shall release, discharge, modify, change, or affect the liability of Maker under this Note. Holder shall not be deemed by any act or omission or commission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Holder, and then only to the extent specifically set forth in the writing. A waiver on one event shall not be construed as continuing or as a bar to or waiver of any right or remedy to a subsequent event.

H. Any provision of this Note or the Escrow Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction only, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions (including the remaining provision set forth in the same section or paragraph containing the prohibited or unenforceable provision) hereof or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent that Maker may lawfully waive any law that would otherwise invalidate any provision of this Note, Maker hereby waives the same, to the extent that this Note shall be valid and binding and enforceable against Maker in accordance with all its terms.

I. Except as otherwise required by the provisions of this Note or the Escrow Agreement, any notice required to be given to Maker shall be deemed sufficient if made personally or if mailed, postage prepaid, to Maker's address as it appears in this Note (or, if none appears, to any address for Maker then registered in Holder's records). All of the terms of this Note shall inure to the benefit of Holder and its successors and assigns and shall be binding upon Maker and Maker's administrators, heirs, successors, and assigns, jointly and severally.

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

K. If there is determined to be any inconsistency between any provision of this Secured Promissory Note and any provision of the Confirmation Order, then, solely to the extent of such inconsistency, the Confirmation Order shall govern.

L. MAKER AND HOLDER HEREBY WAIVE ANY OBJECTION TO VENUE AND JURISDICTION BEING IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR ANY DISPUTE ARISING OUT OF THIS NOTE. MAKER AND HOLDER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE NOT TO SEEK A TRIAL BY JURY AND WAIVE ALL RIGHTS TO HAVE SAME IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, CROSS-CLAIMS, THIRD PARTY CLAIMS) ARISING IN CONNECTION WITH THIS NOTE, THE ESCROW AGREEMENT, AND THE TRANSACTIONS CONTEMPLATED THEREIN AND ALL AND ANY COMBINATION OF THE FOREGOING.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first above written.

Maker:
SGK VENTURES
LIQUIDATING TRUST

Debtor:
SGK VENTURES, LLC
(f/k/a Keywell, L.L.C)

By: _____
Print: _____
Its: _____

By: _____
Print: _____
Its: _____

Holder:
[NEWKEY ENTITY]

By: _____
Print: _____
Its: _____

EXHIBIT 4

[FORM OF ESCROW]

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made this ____ day of ____, 2014, between SGK Ventures Liquidating Trust (the "Liquidating Trust"), whose address is _____, [NEWKEY ENTITY] ("NewKey"), whose address is _____, and [Escrow Agent] (the "Escrow Agent"), whose address is _____.

RECITALS

This Agreement is based upon the following recitals:

A. On September 24, 2013, Keywell, L.L.C. (n/k/a SGK Ventures, LLC) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court"), thereby commencing Case No. 13-37603.

B. On June 30, 2014, the Official Committee of Unsecured Creditors of SGK Ventures, LLC filed the Amended Plan of Liquidation of the Official Committee of Unsecured Creditors of SGK Ventures, LLC (as modified, the "Plan"). On _____, 2014, the Bankruptcy Court entered an order confirming the Plan (the "Confirmation Order"), and the Plan became effective on _____, 2014.

C. This Agreement is being entered into pursuant to the terms of the Plan and the Confirmation Order. In the event that there is any conflict between the terms of this Agreement and the Plan, the terms of the Plan shall govern. Any capitalized but undefined term in this agreement shall have the meaning ascribed to such term in the Plan.

D. Contemporaneously with executing this Agreement and in accordance with the Plan and the Confirmation Order, the Liquidating Trust is executing a Promissory Note to NewKey (hereinafter, the "Note"). A true and correct copy of the Note is attached hereto as Exhibit A.

E. Pursuant to the Plan and the Note, as security for the payment of the amounts that may become payable pursuant to the Note, on the Effective Date, the Liquidating Trust must deposit an amount of cash equal to the NewKey Maximum Payoff Amount (plus estimated interest for two years at the interest rate specified in the Note) into an escrow account for the benefit of NewKey.

F. Pursuant to the Note and the Plan, the Liquidating Trust has granted a lien to NewKey on the cash deposited into escrow to the extent NewKey is determined by Final Order to have an Allowed NewKey Secured Claim.

G. The term of the Note commences on the date hereof and ends on the fifth (5th) Business Day after entry of a Final Order determining that any portion of NewKey's NewKey Claim is an Allowed NewKey Secured Claim ("Maturity Date"), at which time the Liquidating

Trust shall pay to NewKey the entire Allowed NewKey Secured Claim Amount, plus any interest accrued under the Note, and all remaining escrowed funds after such payment, if any, shall be returned to the Liquidating Trust.

H. In the event that a Final Order is entered finding that NewKey's NewKey Claim is not an Allowed NewKey Secured Claim, the Note shall immediately be cancelled, NewKey's lien on the cash shall be terminated and void, and the escrowed funds, and any interest that has accrued on such funds, shall be returned to the Liquidating Trust.

For and in consideration of the foregoing, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by all parties hereto, the parties agree as follows:

1. The above Recitals are hereby adopted and made part of this Agreement.

2. The Liquidating Trust has delivered to the Escrow Agent the sum of _____ DOLLARS (\$_____) (the "Escrow Funds"), receipt of which is hereby acknowledged by the Escrow Agent. As used herein, the term "Escrow Funds" shall include all interest earned thereon. The Escrow Agent shall place the Escrow Funds in an interest bearing account in a bank acceptable to all parties, the deposits of which are insured by the FDIC, in the Escrow Agent's name as escrow agent ("Escrow Account").

3. The Escrow Agent shall hold the Escrow Funds in escrow and shall deliver them to the Liquidating Trust or NewKey, as the case may be, pursuant to the following terms and conditions:

a) Upon entry of a Final Order determining that some portion of NewKey's NewKey Claim is an Allowed NewKey Secured Claim, NewKey shall promptly provide to the Escrow Agent and the Liquidating Trust a copy of such Final Order along with written notice of the entry of the Final Order, which notice shall include the amount of the Allowed NewKey Secured Claim, as determined by the Final Order (the "NewKey Demand"), whereupon the Escrow Agent shall, on the fifth (5th) Business Day after receipt of the NewKey Demand, disburse Escrow Funds in the amount of the Allowed NewKey Secured Claim to NewKey and the remaining Escrow Funds, if any, to the Liquidating Trust, unless the Liquidating Trust delivers to the Escrow Agent, within three (3) Business Days after the Liquidating Trust's receipt of the NewKey Demand, a statement containing an objection to NewKey's assertion that a Final Order has been entered determining that some portion of NewKey's NewKey Claim is an Allowed NewKey Secured Claim (a "Liquidating Trust Objection"). Upon receipt of a Liquidating Trust Objection, the Escrow Agent shall hold the Escrow Funds in escrow until such time as the dispute has been resolved and: (i) the Escrow Agent receives a direction to release the Escrow Funds, or some portion thereof, which is signed by both the Liquidating Trust and NewKey; or (ii) the Escrow Agent receives an order from the Bankruptcy Court to release the Escrow Funds. The Escrow Agent shall be under no duty to make any determination as to the sufficiency of the NewKey Demand or the Liquidating Trust Objection.

b) Upon entry of a Final Order determining that NewKey's NewKey Claim is not an Allowed NewKey Secured Claim, the Liquidating Trust shall promptly provide to the Escrow Agent and NewKey a copy of such Final Order along with written notice of the entry of the Final Order (the "Liquidating Trust Demand"), whereupon the Escrow Agent shall on the fifth (5th) Business Day after receipt of the Liquidating Trust Demand, disburse all of the Escrow Funds to the Liquidating Trust unless NewKey delivers to the Escrow Agent, within three (3) Business Days after NewKey's receipt of the Liquidating Trust Demand, a statement containing an objection to the Liquidating Trust's assertion that a Final Order has been entered determining that NewKey's NewKey Claim is not an Allowed NewKey Secured Claim (a "NewKey Objection"). Upon receipt of a NewKey Objection, the Escrow Agent shall hold the Escrow Funds in escrow until such time as the dispute has been resolved and: (i) the Escrow Agent receives a direction to release the Escrow Funds, or some portion thereof, which is signed by both the Liquidating Trust and NewKey; or (ii) the Escrow Agent receives an order from the Bankruptcy Court to release the Escrow Funds. The Escrow Agent shall be under no duty to make any determination as to the sufficiency of the Liquidating Trust Demand or the NewKey Objection.

c) If the Escrow Agent receives a notice signed by both the Liquidating Trust and NewKey that notifies the Escrow Agent of the settlement of the Note (including the cancelled Note, or acceptable substitute therefor) (a "Settlement Notice"), the Escrow Agent shall disburse the Escrow Funds as instructed by the Settlement Notice.

d) When the monies in the Escrow Account are disbursed under Section 2(a), 2(b), or 2(c) herein, or otherwise by court order, this Agreement shall terminate.

3. Upon full performance of the Escrow Agent's obligations under this Agreement, the Escrow Agent shall be released and acquitted from any further liabilities or obligations with respect to this Agreement.

4. In the event of any dispute between the Liquidating Trust and NewKey regarding the Escrow Account or the Escrow Funds, the Escrow Agent shall not be liable for refusing to release and/or deliver the Escrow Funds same until such time as the dispute has been resolved and the Escrow Agent has received instructions pursuant to Section 2 herein. Further, in the event that there shall be any action, arbitration, or legal proceeding involving or arising out of this Agreement, to which action, arbitration, or legal proceeding the Escrow Agent is or may be a party, the Escrow Agent shall be entitled, at any time, in its sole discretion, to deliver to the arbitrator or court, the Escrow Funds, and, upon doing so, the Escrow Agent shall be relieved of any further responsibility or liability with respect thereto.

5. The Liquidating Trust and NewKey, jointly and severally, hereby agree to reimburse the Escrow Agent for any and all expenses, including attorneys fees, which the Escrow Agent may incur in the performance of its obligations hereunder, as well as such

expenses which the Escrow Agent may incur as a result of any legal proceedings affecting or relating to this Agreement or the performance of the Escrow Agent's duties hereunder.

6. Each party shall bear and be responsible for its own legal fees and costs incurred in connection with entering into this Escrow Agreement. However, in any legal action or other proceeding brought by either party to enforce or interpret the terms of this Escrow Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, plus such portion or any losses, costs, expenses, and damages incurred by the Escrow Agent as were paid by such prevailing party in accordance with Section 5 above.

7. All notices required or permitted hereunder shall be made in writing and shall be deemed to be delivered (i) if personally served, on the date of service; (ii) if sent by Federal Express or similar receipted overnight delivery service, one (1) Business Day following delivery to such service, and (iii) if sent by U.S. mail, two Business Days following the date of mailing, so long as such mailing is placed in a U.S. mail receptacle with sufficient first class postage affixed thereto, and all notice periods under this Agreement shall include the date of receipt of notice, all such notices to be addressed to the parties at their respective addresses set forth in the introductory paragraph to this Agreement. Any party may change its designated address by giving written notice to the other parties to this Agreement.

8. Any change in the terms and conditions of this Agreement may only be made in writing signed by all of the parties or their duly authorized representatives.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Jurisdiction and venue for any legal action arising out of this Agreement shall lie in the Bankruptcy Court

11. 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.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**THE LIQUIDATING TRUST:
SGK VENTURES LIQUIDATING TRUST**

By: _____

Printed Name: _____

Its: Liquidating Trustee

**NEWKEY:
[NEWKEY ENTITY],**
an Illinois limited liability company

By: _____

Printed Name: _____

Its: _____

**THE ESCROW AGENT:
[NAME]**

By: _____

Printed Name: _____

Its: _____

[END OF SIGNATURES]

EXHIBIT A

[COPY OF PROMISSORY NOTE]

EXHIBIT 5

Preserved Estate Claims, Causes of Action, and Avoidance Actions

All Estate Claims, Causes of Action, and Avoidance Actions, including the following actual and potential Estate claims, Causes of Action, and Avoidance Actions and are expressly preserved by the Debtor's Estate pursuant to Section 4.3.11 of the Plan, and are transferred on the Effective Date by the Debtor and, to the extent necessary, the Committee, to the Liquidating Trustee, who will have standing to pursue such matters after the Effective Date. This list is not exhaustive, but reflective of current knowledge. To the extent not specifically released under the Plan, the Liquidating Trustee and the Liquidating Trust reserve all rights to bring any Estate claim or Cause of Action, including Avoidance Actions, against any Person, in each case not specifically referenced herein, but that may be identified following the Effective Date of the Plan.

1. All Estate claims and Causes of Action, including Avoidance Actions, set forth in the Amended Complaint filed in the lawsuit entitled *Official Committee of Unsecured Creditors of SGK Ventures, LLC (f/k/a Keywell L.L.C.) v. NewKey Group, LLC, et al. (In re SGK Ventures, LLC (f/k/a Keywell L.L.C.))*, Bankr. No. 13-37603, Adv. Pro. No. 13-01411 (Bankr. N.D. Ill.) (the "NewKey Litigation"), including but not limited to claims against NewKey Group, LLC, NewKey Group II, LLC, KCL Management Corp., J. Mark Lozier, Joel D. Tauber, Michael Rosenberg, Michael C. Sheffieck, Karen A. Beninato, Thomas P. Bertrand, Nicholas F. Cerminaro, Jr., Amy Fleissner, Jill L. Hillas, Kluska Family Limited Partnership, Loganberry, L.L.C., Edward J. Newman, Deborah S. Newman, Lawrence Plant, Platt Family Limited Partnership, Bernard E. Platt Trust UAD 12/20/95, Michael J. Pugliese, Anne Rizzo, Rosenberg Family, L.L.C., Tamarack L.P., Tauber-Keywell Family L.L.C., Tauber-Keywell II, LLC, Joel D. Tauber Trust, John A. Toth Trust, Dennis C. Trostle, Linda A. Trostle, Michael C. Sheffieck Trust, Louis E. Wagner, Jr., Ken Kluska, Bernard E. Platt, Jr., Philip Rosenberg, and Tauber Enterprises LLC.
2. All Estate claims and Causes of Action, including Avoidance Actions, against the defendants in the NewKey Litigation and all other current or former officers, directors, or owners of: (a) the Debtor; (b) KCL Management Corp.; (c) NewKey Group, LLC; (d) NewKey Group II, LLC; or (e) any of the other defendants in the NewKey Litigation, whether or not a Cause of Action was commenced prior to the Effective Date, including but not limited to claims against NewKey Group, LLC, NewKey Group II, LLC, KCL Management Corp., J. Mark Lozier, Joel D. Tauber, Michael Rosenberg, Michael C. Sheffieck, Karen A. Beninato, Thomas P. Bertrand, Nicholas F. Cerminaro, Jr., Amy Fleissner, Jill L. Hillas, Kluska Family Limited Partnership, Loganberry, L.L.C., Edward J. Newman, Deborah S. Newman, Lawrence Plant, Platt Family Limited Partnership, Bernard E. Platt Trust UAD 12/20/95, Michael J. Pugliese, Anne Rizzo, Rosenberg Family, L.L.C., Tamarack L.P., Tauber-Keywell Family L.L.C., Tauber-Keywell II, LLC, Joel D. Tauber Trust, John A. Toth Trust, Dennis C. Trostle, Linda A. Trostle, Michael C. Sheffieck Trust, Louis E. Wagner, Jr., Ken Kluska, Bernard E. Platt, Jr., Philip Rosenberg, and Tauber Enterprises LLC. These claims may include, but are not limited to, the following:

- a. Breach of contract;
 - b. Indemnification claims;
 - c. Recovery actions;
 - d. Insurance policy recoveries;
 - e. Deposits;
 - f. Setoff or recoupment;
 - g. Rescission;
 - h. Civil conspiracy;
 - i. Trust fund doctrine;
 - j. Turnover of property of the Debtor's estate;
 - k. Fraud and/or misrepresentation;
 - l. Causes of action arising under chapter 5 of the Bankruptcy Code;
 - m. Breach of fiduciary duty;
 - n. Aiding and abetting breach of fiduciary duty;
 - o. Unlawful distribution of corporate assets;
 - p. Fraudulent transfer;
 - q. Fraudulent conveyance;
 - r. Avoidance and recovery of preferential transfers; and
 - s. Actions to avoid, recharacterize, or subordinate claims.
3. All Estate claims and Causes of Action, including Avoidance Actions, against Patzik, Frank & Samotny Ltd., or attorneys of that firm whether or not a Cause of Action was commenced prior to the Effective Date, including claims for malpractice, aiding and abetting breach of fiduciary duties, violation of duties related to conflicts of interest, and similar claims.
4. All Estate claims and Causes of Action arising out of the lawsuit entitled *Keywell v. Pavilion Building Installation Systems, Ltd., Zehn Burhan Uzman, and Douglas Barrett*, Case No. 09-CV-0934 (W.D.N.Y.).
5. All Estate counterclaims, affirmative defenses, or other claims in the following lawsuits and other legal proceedings (whether or not such counterclaim, affirmative defense, or other claim was asserted prior to the Effective Date):
 - a. *NewKey Group, LLC, et al. v. SGK Ventures, LLC (In re SGK Ventures, LLC (f/k/a Keywell L.L.C.))*, Bankr. No. 13-37603, Adv. Pro. No. 14-00114 (Bankr. N.D. Ill.).
 - b. All lawsuits and other legal proceedings listed in Section 4(a) of the Statement of Financial Affairs (the "SOFA") filed in *In re SGK Ventures, LLC (f/k/a Keywell L.L.C.)*, Case No. 13-37603 (Bankr. N.D. Ill.).
6. All Estate claims, Causes of Action, including Avoidance Actions, against any Person related to transfers of assets listed in Sections 3(a), 3(b), 3(c), 10(a), and 13 of the SOFA, whether or not a Cause of Action was asserted prior to the Effective Date.

7. Enforcement of any Estate claim against KW Metals, LLC arising out of that certain Asset Purchase Agreement between Keywell L.L.C. and KW Metals Acquisition LLC (n/k/a Keywell Metals, LLC), dated as of November 26, 2013, as such agreement may have been amended or modified from time to time, whether or not a Cause of Action was asserted prior to the Effective Date.
8. All Estate claims, Causes of Action, including Avoidance Actions, against Carpenter Technology Corporation, Allegheny Technologies Incorporated, and/or any of their affiliates, whether or not a Cause of Action was asserted prior to the Effective Date.
9. To the extent owned by the Estate as of the Confirmation Date:
 - a. Recoveries of any refunds or rebates, including but not limited to tax refunds from any governmental entity;
 - b. Recoveries of any deposits, including but not limited to those held by: (i) any of the Debtor's utility companies; and (ii) any held funds that remain unapplied and unreturned; and
 - c. Recoveries related to ordinary business transactions, including but not limited to: (i) claims relating to goods not delivered in accordance with purchase orders or contracts; (ii) defective or damaged goods; (iii) services unperformed in accordance with service agreements; (iv) breach of contract; (v) breach of fiduciary duty and negligence; and third party claims or cross claims regarding product liability claims; (vi) indemnification claims; (vii) insurance policy recoveries; (viii) setoff or recoupment; (ix) warranty; (x) turnover of property of the Debtor's estates; (xi) intellectual property; (xii) receivables, if any; and (xiii) actions to avoid, recharacterize or subordinate claims.

EXHIBIT 6

Assumed Executory Contracts and Unexpired Leases

Pursuant to Section 5.1 of the Plan, 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 as of the Confirmation Date unless they are listed on this exhibit. Contracts or leases entered into by the Debtor after the Petition Date are not included in this exhibit. The Committee does not believe that any non-disclosure or non-competition agreements of the Debtor are Executory Contracts. To the extent such agreements are Executory Contracts, the Committee reserves the right to designate them as assumed Executory Contracts on or prior to the Confirmation Date. The Committee believes that, to the extent such non-disclosure or non-competition agreements are deemed executory and assumed, there is no Cure Amount Claim for any such agreement. The Committee reserves the right to add to this Plan Supplement exhibit prior to the Confirmation Date. If the Committee adds an Executory Contract or Unexpired Lease to this Plan Supplement exhibit, the counterparties to such agreement(s) will be provided at least ten (10) days to object to the adequate assurance of future performance or the proposed Cure Amount Claim.