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UNITED STATES BANKRUPTCY COURT
 DISTRICT OF ARIZONA

In re:

ELECTRIC TRANSPORTATION
 ENGINEERING CORPORATION (d/b/a
 ECOTALITY NORTH AMERICA), *et al.*,¹

Debtors.

Case No. 2:13-BK-16126 (MCW)

Chapter 11

Jointly Administered

**NOTICE OF FILING OF THE (1) DEBTORS'
 FIRST AMENDED JOINT CHAPTER 11 PLAN
 OF REORGANIZATION; (2) REVISED
 PROPOSED CONFIRMATION ORDER;
 (3) CERTAIN REVISED PLAN SUPPLEMENT
 DOCUMENTS; AND (4) BLACKLINES OF
 EACH OF THE FOREGOING**

This filing applies to:

☒ All Debtors

☐ Specified Debtors

¹ The Debtors in these jointly administered chapter 11 cases and the last four digits of their respective Employer Identification Numbers are: (i) ECOTALITY, Inc. (5422); (ii) Electric Transportation Engineering Corporation (4755); (iii) ECOTALITY STORES, Inc. (2643); (iv) ETEC North, LLC (n/a); (v) The Clarity Group, Inc. (8832); and (vi) G.H.V. Refrigeration, Inc. (4512). The Debtors' service address is ECOTALITY, I

1 PLEASE TAKE NOTICE OF THE FOLLOWING:

2 1. On October 28, 2014, the Debtors filed the *Debtors' Joint Chapter 11 Plan of*
3 *Reorganization* [Docket No. 693] (the "*Plan*").

4 2. On October 31, 2014, the United States Bankruptcy Court for the District of Arizona
5 (the "*Court*") entered an order [Docket No. 701] (the "*Disclosure Statement Order*"): (a) approving the
6 *Disclosure Statement for the Debtors' Joint Chapter 11 Plan of Reorganization* (the "*Disclosure*
7 *Statement*") on a conditional basis; (b) authorizing the above-captioned debtors and debtors in
8 possession (the "*Debtors*") to solicit acceptances for the Plan; (c) approving the solicitation materials
and documents to be included in the solicitation packages (the "*Solicitation Packages*"); and
(d) approving procedures for soliciting, receiving and tabulating votes on the Plan and for filing
objections to the Plan.²

9 3. On December 12, 2014, the Debtors filed the *Proposed Findings of Fact, Conclusions of*
10 *Law and Order (A) Approving the Debtors' Disclosure Statement on a Final Basis and (B) Confirming*
11 *the Debtors' Joint Chapter 11 Plan of Reorganization*, attached as Annex 1 to the *Notice of Filing*
[Docket No. 753] (the "*Proposed Confirmation Order*"). A hearing to consider final approval of the
Disclosure Statement and confirmation of the Plan was held on December 18, 2014.

12 4. As contemplated by the Plan and the Disclosure Statement Order, the Debtors filed with
13 the Court the Plan Supplement on November 28, 2014 [Docket No. 711], the First Supplement to the
14 Plan Supplement on December 5, 2014 [Docket No. 723] and the Second Supplement to the Plan
Supplement on December 19, 2014 [Docket No. 763].

15 5. The Debtors hereby file revised versions of each of the foregoing as follows, each of
16 which may be further altered, modified or supplemented, as set forth below:

17 Annex 1 Debtors' First Amended Joint Chapter 11 Plan of Reorganization (the
"*Amended Plan*")

18 Annex 2 Revised Proposed Findings of Fact, Conclusions of Law and Order
19 (A) Approving the Debtors' Disclosure Statement on a Final Basis and
20 (B) Confirming the Debtors' Joint Chapter 11 Plan of Reorganization (the
"*Revised Proposed Confirmation Order*")

21 For the convenience of the Court and parties in interest, blacklines of each of the foregoing are
22 further attached hereto as Annexes 3 through 4, respectively.

23 6. The forms of the documents contained in the Plan Supplement, the First
24 Supplement to the Plan Supplement and the Second Supplement to the Plan Supplement, as
25 altered, modified or further supplemented, are integral to, and are considered part of, the Plan.
26 If the Plan is approved, the Plan Supplement, the First Supplement to the Plan Supplement and
27 the Second Supplement to the Plan Supplement will be approved as well.

28 7. The Debtors reserve the right to further alter, amend, modify or supplement any
document in the Plan Supplement, the First Supplement to the Plan Supplement and the Second

² All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan or the
Disclosure Statement, as applicable.

1 Supplement to the Plan Supplement, as provided by the Plan; provided that if any such document is
2 altered, amended, modified or supplemented in any material respect, the Debtors will file a blackline of
such document with the Bankruptcy Court.

3 8. Consistent with the Disclosure Statement Order, parties may obtain copies of the
4 Disclosure Statement Order, the Disclosure Statement, the Plan, the Plan Supplement, the First
5 Supplement to the Plan Supplement, the Second Supplement to the Plan Supplement and other
6 documents and materials included in the Solicitation Package (except Ballots) from Kurtzman Carson
7 Consultants LLC, the claims and noticing agent retained by the Debtors in these chapter 11 cases (the
8 "***Claims and Noticing Agent***") by: (a) accessing the case website at <http://www.kccllc.net/ECOTality>;
(b) e-mailing the Claims and Noticing Agent at ECOInfo@kccllc.com; or (c) calling the Claims and
Noticing Agent at (866) 967-1788. You may also obtain copies of any pleadings filed in these chapter
11 cases for a fee via PACER at www.azb.uscourts.gov.

Annex 1
Amended Plan

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

In re:

ELECTRIC TRANSPORTATION
ENGINEERING CORPORATION (d/b/a
ECOTALITY NORTH AMERICA), *et al.*¹

Debtors.

Chapter 11

Case No. 2:13-BK-16126 (MCW)

Jointly Administered

This filing applies to:

- ☒ All Debtors
☐ Specified Debtors

DEBTORS' AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION
(WITH TECHNICAL MODIFICATIONS)

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¹ The Debtors in these jointly administered chapter 11 cases and the last four digits of their respective Employer Identification Numbers are: (i) ECotality, Inc. (5422); (ii) Electric Transportation Engineering Corporation (4755); (iii) ECotality Stores, Inc. (2643); (iv) ETEC North, LLC (n/a); (v) The Clarity Group, Inc. (8832); and (vi) G.H.V. Refrigeration, Inc. (4512). The Debtors' service address is ECotality, Inc., P.O. Box 20336, Phoenix, AZ 85036-0336.

Co-Counsel to the Debtors and Debtors in Possession

Dated: December 23, 2014

Nothing contained herein shall constitute an offer, acceptance, or a legally binding obligation of the Debtors or any other party in interest and this Plan is subject to approval by the Bankruptcy Court and other customary conditions. This Plan is not an offer with respect to any securities.

YOU SHOULD NOT RELY ON THE INFORMATION CONTAINED IN, OR THE TERMS OF, THIS PLAN FOR ANY PURPOSE PRIOR TO THE CONFIRMATION OF THIS PLAN BY THE BANKRUPTCY COURT.

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Exhibit A

Non-Exclusive List of Retained Causes of Action

Exhibit 1

Non-Exclusive List of Accounts Receivables of Electric Transportation Engineering Corporation (d/b/a ECOtality North America)

INTRODUCTION

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) propose this joint plan of reorganization (the “Plan”) for the resolution of outstanding claims against and interests in the Debtors pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in Article I.B. hereof. Holders of Claims and Equity Interests may refer to the Disclosure Statement for a discussion of the Debtors’ history, businesses, assets, historical financial information and developments during the Chapter 11 Cases, as well as a summary and description of the Plan and certain related matters. The Debtors are proponents of the Plan within the meaning of Bankruptcy Code section 1129.

This Plan is advanced jointly by the Debtors as a plan of reorganization and for the liquidation of certain remaining assets for the benefit of creditors. The remaining assets of all of the Debtors will be pooled together and liquidated pursuant to the Liquidating Trust. The proceeds from the remaining assets will then be paid ratably within classes to all of the creditors of the Debtors in accordance with the applicable provisions of the Bankruptcy Code and this Plan. Upon Confirmation, this objective will be accomplished through the Liquidating Trust and the Stock Trust, all as more thoroughly set forth herein.

ARTICLE I. **DEFINITIONS AND RULES OF INTERPRETATION**

A. Rules of Interpretation and Governing Law. For purposes of this document: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been filed or to be filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (e) unless otherwise stated, the words “herein,” “hereof” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in Bankruptcy Code section 102 shall apply; and (h) any term used in capitalized form herein that is not otherwise defined, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

Except to the extent that the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, lease, instrument, release, indenture or other agreement or document entered into expressly in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance

with, the laws of the state of Arizona, without giving effect to the principles of conflict of laws thereof.

B. Definitions. The following terms (which appear in the Plan as capitalized terms) shall have the meanings set forth below. A term used in the Plan and not defined in the Plan but that is defined in the Bankruptcy Code shall have the meaning set forth in the Bankruptcy Code.

1.1 “Administrative Claim” means a Claim for costs and expenses of administration of the Chapter 11 Cases that is Allowed under Bankruptcy Code sections 503(b), 507(a) or 1114(e)(2), including, without limitation, (a) any actual and necessary expenses of preserving the Estates; (b) any actual and necessary expenses of operating the Debtors’ business; (c) any actual indebtedness or obligations incurred or assumed by the Debtors during the pendency of the Chapter 11 Cases in connection with the conduct of their businesses; (d) any actual expenses necessary or appropriate to facilitate or effectuate the Plan; (e) any amount required to be paid under Bankruptcy Code section 365(b)(1) in connection with the assumption of executory contracts or unexpired leases; (f) all allowances of compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under Bankruptcy Code sections 328, 330(a), 331 or 503(b)(2), (3), (4) or (5); (g) Claims arising under Bankruptcy Code section 503(b)(9); and (h) all fees and charges payable pursuant to section 1930 of title 28 of the United States Code.

1.2 “Allowed” shall mean, with reference to any Claim or Equity Interest, or any portion thereof, in any Class or category specified, against or of a Debtor, (a) a Claim or Equity Interest that has been listed by such Debtor in the Schedules, as such Schedules may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary Proof of Claim has been filed and as to which no objection to allowance or priority or request for estimation has been filed prior to the Claims Objection Bar Date; (b) a Claim or Equity Interest for which a Proof of Claim has been timely filed in a liquidated amount and not contingent and as to which no objection to allowance, to alter priority, or request for estimation has been timely interposed and not withdrawn within the applicable period of limitation fixed by the Plan or applicable law; (c) a Claim or Equity Interest as to which any objection has been settled, waived, withdrawn or denied by a Final Order to the extent such Final Order provides for the allowance of all or a portion of such Claim or Equity Interest; or (d) a Claim or Equity Interest that is expressly allowed (i) pursuant to a Final Order, (ii) pursuant to an agreement between the holder of such Claim or Equity Interest and the Debtors and the Liquidating Trustee, as applicable or (iii) pursuant to the terms of the Plan. Unless otherwise specified in the Plan or in an order of the Bankruptcy Court allowing such Claim or Equity Interest, “Allowed” in reference to a Claim shall not include (a) any interest on the amount of such Claim accruing from and after the Petition Date; (b) any punitive or exemplary damages; or (c) any fine, penalty or forfeiture. Any Claim listed in the Schedules as disputed, contingent, or unliquidated, and for which no Proof of Claim has been timely filed, is not considered Allowed and shall be expunged without further action and without any further notice to or action, order, or approval of the Bankruptcy Court.

1.3 “Allowed Claim” means a Claim or any portion thereof, without duplication, that has been Allowed.

1.4 “Administrative Claims Bar Date” means the deadline for filing requests for payment of Allowed Administrative Claims (other than Compensation Claims), which shall be the first Business Day that is forty-five (45) days following the Effective Date, except as specifically set forth in the Plan or a Final Order.

1.5 “Administrative Claims Objection Bar Date” means the deadline for filing objections to requests for payment of Allowed Administrative Claims (other than requests for payment of Compensation Claims), which shall be the first Business Day that is one hundred eighty (180) days following the Effective Date; provided, that, the Administrative Claims Objection Bar Date may be extended by order of the Bankruptcy Court.

1.6 “APA” means, either individually or collectively as the case may be, those certain Asset Purchase Agreements among the various Buyers and the Debtors which have been approved by the Bankruptcy Court in these Chapter 11 Cases.

1.7 “Avoidance Actions” means (a) any and all actions that are filed or that may be filed pursuant to Bankruptcy Code sections 544, 545, 547, 548, 550 or 551, or applicable non-bankruptcy law that may be incorporated or brought under the foregoing Bankruptcy Code sections, or (b) any other similar actions or proceedings filed to recover property for or on behalf of the Estates.

1.8 “Bankruptcy Code” means Title 11 of the United States Code, § 101 *et. seq.*, as applicable, as of the Petition Date.

1.9 “Bankruptcy Court” means the United States Bankruptcy Court for the District of Arizona, Phoenix Division.

1.10 “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, the Official Bankruptcy Forms and the Local Bankruptcy Rules of the Bankruptcy Court, each as amended from time to time, applicable to the Chapter 11 Cases.

1.11 “Bar Date” means the date established by the Bankruptcy Court by which Proofs of Claim must have been filed with respect to such Claims, pursuant to that certain Final Order [Docket No. 364], and if not specified therein, a Final Order or the Plan.

1.12 “Business Day” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

1.13 “Business Enterprise” means such capital, credit, contracts, leases, licenses and any other assets required to enable Reorganized ECOTality to function as a viable historic substantial business pursuant to section 368 of the Tax Code.

1.14 “Buyers” means Blink Acquisition, LLC, Access Control Group, LLC and Intertek Testing Services NA, Inc., who purchased assets of the Debtors pursuant to the APAs.

1.15 “Cash” means cash and cash equivalents, in legal tender of the United States of America.

1.16 “Causes of Action” means any and all present or future claims, rights, legal and equitable defenses, offsets, recoupments, actions in law or equity or otherwise, choses in action, obligation, guaranty, controversy, demand, action suits, damages, judgments, third-party claims, counter-claims, cross-claims against any Person or Entity, whether known or unknown, liquidated or unliquidated, foreseen or unforeseen, existing or hereafter arising, whether based on legal or equitable relief, whether arising under the Bankruptcy Code or federal, state, common, or other law or equity, whether or not the subject of a pending litigation or proceedings on the Effective Date or thereafter, including without limitation, all other actions described in the Plan, including Section 9.6.

1.17 “Chapter 11 Cases” means the respective bankruptcy cases of (a) ECotality, Inc.; (b) Electric Transportation Engineering Corporation; (c) ECotality Stores, Inc.; (d) ETEC North, LLC; (e) The Clarity Group, Inc.; and (f) G.H.V. Refrigeration, Inc. in the Bankruptcy Court and jointly administered under Case No. 2:13-BK-16126 (MCW).

1.18 “Claim” means the same as set forth in Bankruptcy Code section 101(5) and includes all rights to payment from the Debtors.

1.19 “Claims and Noticing Agent” means Kurtzman Carson Consultants LLC, employed by the Debtors as the official claims, noticing and balloting agent in the Chapter 11 Cases pursuant to an order of the Bankruptcy Court.

1.20 “Claims Objection Bar Date” means the deadline for objecting to a Claim, which shall be on the date that is the later of (a) one hundred eighty (180) days after the Effective Date and (b) such later period of limitation as may be specifically fixed by an order of the Bankruptcy Court.

1.21 “Committee” means the committee of unsecured creditors appointed by the United States Trustee in the Chapter 11 Cases under Bankruptcy Code section 1102.

1.22 “Compensation Claims” means Claims on account of fees for professional services rendered and expenses incurred in connection with such services by Professionals on and after the Petition Date and prior to and including the Confirmation Date.

1.23 “Confirmation” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

1.24 “Confirmation Date” means the date upon which the Confirmation Order is entered by the Bankruptcy Court confirming the Plan, which order becomes final and non-appealable after the Confirmation Hearing.

1.25 “Confirmation Objection Deadline” means the day that is fourteen (14) days prior to the Confirmation Hearing or such other date set by the Court.

1.26 “Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider confirmation of the Plan pursuant to Bankruptcy Code section 1128.

1.27 “Confirmation Order” means the order of the Bankruptcy Court confirming the Plan pursuant to Bankruptcy Code section 1129.

1.28 “Consummation” means “substantial consummation” as defined in Bankruptcy Code section 1101(2).

1.29 “Creditor” means a Person, firm, partnership, corporation or an Entity who has filed, or deemed to have filed, a lawful Claim against the Debtors, as provided by the Bankruptcy Code and orders of the Bankruptcy Court, and which Claim has been allowed by the Bankruptcy Court, or is deemed allowed by applicable provisions of law.

1.30 “Debtors” mean: (a) ECotality, Inc.; (b) Electric Transportation Engineering Corporation; (c) ECotality Stores, Inc.; (d) ETEC North, LLC; (e) The Clarity Group, Inc.; and (f) G.H.V. Refrigeration, Inc.

1.31 “Disclosure Statement” means that Disclosure Statement filed with and approved by the Bankruptcy Court at or prior to the Confirmation Hearing.

1.32 “Disputed” means, with respect to any Claim or Equity Interest, any (a) Claim that is listed on the Schedules as unliquidated, disputed or contingent; (b) Claim or Equity Interest as to which the Debtors or any other party in interest have interposed a timely objection or request for estimation in accordance with this Plan, the Bankruptcy Code, the Bankruptcy Rules and any orders of the Bankruptcy Court or which is otherwise disputed by the Debtors in accordance with applicable law, which objection, request for estimation or dispute has not been withdrawn or determined by a Final Order; (c) any Claim evidenced by a Proof of Claim which amends a Claim scheduled by the Debtors as contingent, unliquidated, or disputed; or (d) any Claim or Equity Interest that is not an Allowed Claim or Allowed Equity Interest.

1.33 “Disputed Claims Reserve” means a fund held by the Liquidating Trust (which need not be held in a segregated bank account) for the payment of Disputed Claims that become Allowed Claims after the Effective Date, which fund shall be maintained by the Liquidating Trustee for the benefit of the Holders of Disputed Claims.

1.34 “Distribution Date” means date upon which the Liquidating Trustee will make distributions to holders of Allowed Claims entitled to receive distributions under the Plan on account of such Allowed Claims, which date shall be as soon as reasonably practicable.

1.35 “Distribution Record Date” means the record date for the purpose of determining holders of Allowed Claims entitled to receive distributions under the Plan on account of such Allowed Claims, which date shall be the Confirmation Date.

1.36 “DOE” means the United States Department of Energy.

1.37 “Effective Date” means the date upon which the Plan’s conditions to effectiveness are satisfied or waived in accordance with Article VIII hereof, which shall be the day Consummation occurs.

1.38 “Entity” means an “entity” as defined in Bankruptcy Code section 101(15).

1.39 “Estate” means the bankruptcy estate of any Debtor by virtue of Bankruptcy Code section 541 upon the commencement of the Chapter 11 Cases.

1.40 “Equity Interest” means, with respect to a Debtor, as of the Petition Date, any capital stock or other ownership interest in such Debtor, whether or not transferable, any option, call, warrant, or right to purchase, sell, or subscribe for an ownership interest or other equity security in such Debtor, or any redemption, conversion, exchange, voting, participation, dividend rights and liquidation preferences relating to such capital stock or other ownership interest.

1.41 “Excluded Assets” means the assets which were specifically identified on the relevant schedules to the APAs as being excluded from the sales to the Buyers.

1.42 “Exculpated Parties” means (a) the Debtors, (b) each director, officer, financial advisor, restructuring advisor, attorney or any other advisor employed by or serving the Debtors as of or after the Petition Date, (c) the Committee, (d) counsel for the Committee, (e) each member of the Committee solely in its capacity as a member of the Committee, (f) the Plan Contributor, (g) each director, officer, financial advisor, restructuring advisor, attorney or any other advisor employed by or serving the Plan Contributor as of or after the Petition Date, (h) Blink Acquisition LLC, (i) each director, officer, financial advisor, restructuring advisor, attorney or any other advisor employed by or serving Blink Acquisition LLC as of or after the Petition Date, and (j) the respective predecessors, successors and assigns, and current and former shareholders, affiliates, subsidiaries, parents, principals, employees, agents, officers, directors, managers, trustees, partners, members, professionals, representatives, advisors, attorneys, financial advisors, crisis managers, accountants, investment bankers and consultants of each of the Entities in (a)-(i).

1.43 “Final Order” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified or amended, as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought; provided, that, the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or the Local Bankruptcy Rules of the Bankruptcy Court, may be filed

relating to such order shall not prevent such order from being a Final Order; provided, further, that the Debtors reserve the right to waive any appeal period.

1.44 “General Unsecured Claim” means a Claim against the Debtors, which is not an Administrative Claim, Compensation Claim, Priority Tax Claim, Secured Claim, Priority Non-Tax Claim, Intercompany Claim or Section 510(b) Claim.

1.45 “Impaired” means, with respect to a Claim, or class of Claims, “impaired” within the meaning of the Bankruptcy Code section 1124.

1.46 “Intercompany Claims” means any amounts due or obligation among or between the Debtors and/or any of Ecotality Australia Pty Ltd., Portable Energy Dd Mexico S.A. DE C.V., and Ecotality Asia Pacific Limited, including without limitation intercompany receivables, intercompany investments, intercompany guarantees, contribution due to intercompany liabilities, or ownership interests of one Debtor by another Debtor, as identified in the Plan Supplement.

1.47 “Interim Compensation Order” means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* [Docket No. 337], entered on November 25, 2013, as the same may be modified by a Bankruptcy Court order approving the retention of a specific Professional or otherwise.

1.48 “Lien” means any charge against or interest in property to secure payment of a debt or performance of an obligation and includes, without limitation, any judicial lien, security interest, mortgage, deed of trust or statutory lien as defined in Bankruptcy Code section 101.

1.49 “Limited Released Parties” means the Debtors’ current and former officers and directors, shareholders, affiliates, subsidiaries, principals, employees, agents, managers, trustees, partners, members, professionals, representatives, advisors, attorneys, financial advisors, accountants, investment bankers and consultants.

1.50 “Liquidating Trust” means the trust described in Section 4.1 to be established under laws of the state of Arizona that will effectuate the Liquidating Trust Agreement.

1.51 “Liquidating Trust Agreement” means the Liquidating Trust Agreement, the form of which will be included in the Plan Supplement, to be dated on or prior to the Effective Date, between the Debtors and the Liquidating Trustee, governing, among other things, the disposition of the Liquidating Trust Assets and distribution of the proceeds thereof in accordance with the Plan, and setting forth the duties and obligations of the Liquidating Trustee.

1.52 “Liquidating Trust Assets” means (a) the Excluded Assets, including Avoidance Actions, all Cash that is property of Debtors, including the Trust Deposit and the balance of the Minimum Distribution; (b) any Causes of Action (except to the extent a Cause of Action was transferred from the Debtors to an applicable Buyer under the respective APA);

(c) all rights, claims and/or assets under any and all contracts, leases and agreements which have been rejected by the Debtors, including all rights and/or assets; and (d) any proceeds of the foregoing.

1.53 “Liquidating Trustee” means that Person or Entity under the Liquidating Trust Agreement responsible, as trustee of the Liquidating Trust, for implementing and carrying out the terms of the Liquidating Trust Agreement and the Plan, as selected by the Debtors and the Committee and identified in the Plan.

1.54 “Minimum Distribution” has the meaning ascribed in Section 4.12(a)(iii).

1.55 “New Board” means, collectively, the initial board of directors or members, as the case may be, of each of the Reorganized Debtors.

1.56 “New Corporate Governance Documents” means the form of the amended and restated articles of incorporation and bylaws, or other similar organizational and constituent documents, for each of the Reorganized Debtors, and which forms shall be included in the Plan Supplement.

1.57 “OCP Order” means the Final Order Authorizing the Employment and Compensation of Professionals Utilized in the Ordinary Course of Business [Docket No. 231].

1.58 “Person” means a “person” as defined in Bankruptcy Code section 101(41).

1.59 “Petition Date” means September 16, 2013, the date each Debtor filed its petition commencing the Chapter 11 Cases.

1.60 “Plan Contributor” means Blink UYA, LLC, who shall be deemed, only after the occurrence of the Effective Date, a Plan co-proponent as contemplated by section 1129 of the Bankruptcy Code; provided, however, that such Plan co-proponent status shall only afford the Plan Contributor the right, subject to applicable law, to seek amendments of the Plan after the Effective Date, as necessary, to enforce the terms of the Plan, subject to the prior written consent of the Liquidating Trustee and the Stock Trustee and upon reasonable notice regarding any such amendment; provided, further, and for the avoidance of doubt, that such Plan co-proponent status shall not afford the Plan Contributor the right to object, oppose or interfere in any manner with any action taken by the Debtors to seek additional extensions of the exclusive filing period under Bankruptcy Code section 1121(c)(3).

1.61 “Plan Stock” has the meaning ascribed in Section 4.12(a)(i).

1.62 “Plan Stockholder” means the Plan Contributor.

1.63 “Plan Supplement” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan, in the discretion of the Debtors, including the Liquidating Trust Agreement, the Stock Trust Agreement, the Tax Sharing Agreement, the Stock Pledge Agreement, the Service Contracts, the list of Intercompany Claims and the New Corporate Governance Documents, which shall be in form and substance reasonably acceptable

to the Debtors, the Committee and the Plan Contributor, which the Debtors shall respectively use reasonable efforts to cause to be filed seven (7) days prior to (but in no event later than) by the Confirmation Objection Deadline, and additional documents filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement, as may be amended, supplemented, or modified from time to time in accordance with the terms hereof, the Bankruptcy Code, and the Bankruptcy Rules.

1.64 “Priority Non-Tax Claim” means a Claim to the extent that it is of the kind described in, and entitled to priority under, Bankruptcy Code section 507(a)(3), (4), (5) or (6), but other than any Priority Tax Claim.

1.65 “Priority Tax Claim” means a Claim to the extent that it is of the kind described in, and entitled to priority under, Bankruptcy Code section 507(a)(8).

1.66 “Professional” means a Person or Entity employed by the Debtors or the Committee pursuant to a Final Order in accordance with the Bankruptcy Code sections 327, 328 or 1103.

1.67 “Proof of Claim” means a proof of claim filed by a holder of a Claim against any Debtor (as may be amended and supplemented from time to time pursuant to the Bankruptcy Code or Bankruptcy Rules) on or before the applicable Bar Date, or such other time as may be permitted by the Bankruptcy Court or agreed to by the Debtors or the Liquidating Trustee, as applicable.

1.68 “Purchased Assets” means the assets purchased by Blink Acquisition, LLC pursuant to the APA between the Debtors and such entity.

1.69 “Qualified Creditor Stock” has the meaning ascribed in Section 4.12(a)(i).

1.70 “Qualified Creditor Stock Beneficiary” means a Creditor with an Allowed General Unsecured Claim against Debtors which Allowed General Unsecured Claim is qualified under section 382(l)(5)(E) of the Tax Code.

1.71 “Released Parties” means, collectively: (a) the Debtors; (b) the Plan Contributor; (c) the Committee; (d) counsel for the Committee; and (e) Blink Acquisition, LLC.

1.72 “Reorganized Debtors” mean the Debtors upon and after the Effective Date.

1.73 “Reorganized ECOTality” means Debtor ECOTality, Inc. upon and after the Effective Date.

1.74 “Reorganized Stock” shall mean, collectively, the Qualified Creditor Stock and the Plan Stock.

1.75 “Schedules” means the schedules of assets and liabilities and the statements of financial affairs filed by each of the Debtors pursuant to the Bankruptcy Code section 521, Bankruptcy Rule 1007, and the Official Forms of the Bankruptcy Rules, as such schedules and statements have been or may be supplemented or amended from time to time through the Confirmation Date in accordance with Bankruptcy Rule 1009.

1.76 “Section 510(b) Claims” means any Claim against any Debtor arising from rescission of a purchase or sale of a security of any Debtor, for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under Bankruptcy Code section 502 on account of such a Claim.

1.77 “Secured” means when referring to a Claim: (a) secured by a Lien on property in which an Estate has an interest, which Lien is valid, perfected and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to Bankruptcy Code section 553, to the extent of the value of the Creditor’s interest in an Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to Bankruptcy Code section 506(a) or (b) Allowed as such pursuant to the Plan.

1.78 “Stock Pledge Agreement” has the meaning ascribed in Section 4.12(a)(iii)(2).

1.79 “Stock Trust” means the trust established by the Stock Trust Agreement pursuant to the Stock Trust Agreement.

1.80 “Stock Trust Agreement” means that certain Qualified Creditor Stock Trust Agreement, the form of which shall be included in the Plan Supplement.

1.81 “Stock Trust Assets” means the Qualified Creditor Stock, the right to payments under the Tax Sharing Agreement, and the right to receive the Minimum Distribution, and any amounts received in respect of or proceeds from the foregoing.

1.82 “Stock Trustee” means the trustee appointed under the Stock Trust, who shall, among other things, collectively, hold the right to exercise any and all rights and duties provided for under the Stock Trust Agreement.

1.83 “Tax Code” means the Internal Revenue Code of 1986, as amended.

1.84 “Tax Sharing Agreement” means that certain Tax Sharing Agreement which governs the relationship between the Stock Trust, Reorganized ECOTality and the Plan Stockholder with respect to the sharing of certain anticipated tax benefits, the form of which shall be included in the Plan Supplement.

1.85 “Treasury Regulations” means the regulations promulgated pursuant to the Tax Code.

1.86 “Trust Agreements” mean the Liquidating Trust Agreement and/or the Stock Trust Agreement.

1.87 “Trust Deposit” has the meaning ascribed in Section 4.12(a)(iii)(1).

1.88 “Trusts” mean the Stock Trust and the Liquidating Trust.

1.89 “United States Trustee” means the United States Trustee for Region 14.

1.90 “Unimpaired” means, with respect to a class of Claims, a class of Claims that is not Impaired.

1.91 “Unsecured Claims Fund” means the Liquidating Trust Assets available for distribution after such assets have been monetized, to the extent applicable, to holders of Allowed Class 3 General Unsecured Claims by the Liquidating Trustee pursuant to the terms of the Liquidating Trust Agreement.

ARTICLE II.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Unclassified Claims.

2.1 **Administrative Claims.** Unless otherwise agreed to by the holder of an Allowed Administrative Claim and the Debtors or the Liquidating Trustee, as applicable, to the extent an Allowed Administrative Claim has not already been paid in full or otherwise satisfied during the Chapter 11 Cases, each holder of an Allowed Administrative Claim will receive from the Debtors or the Liquidating Trustee, as applicable, in full and final satisfaction of its Allowed Administrative Claim, Cash equal to the amount of the unpaid portion of such Allowed Administrative Claim either: (a) if such Allowed Administrative Claim is allowed as of the Effective Date, no later than forty-five (45) days after the Effective Date or as soon as reasonably practicable thereafter; (b) if the Claim is not Allowed as of the Effective Date, no later than forty-five (45) days after the date on which an order of the Bankruptcy Court allowing such Claim becomes a Final Order, or as soon thereafter as reasonably practicable thereafter; or (c) if the Allowed Administrative Claim is based on liabilities incurred by the Estates in the ordinary course of their business after the Petition Date, pursuant to the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim, without any further action by the holder of such Allowed Administrative Claim.

Except as otherwise provided by a Final Order previously entered by the Bankruptcy Court (including the OCP Order) or as provided herein, unless previously filed, requests for payment of Allowed Administrative Claims must be filed and served on the Debtors no later than the Administrative Claims Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order. Holders of Allowed Administrative Claims that are required to file and serve a request for payment of such Allowed Administrative Claims that do not file and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Claims against the Debtors or their property, and such Claims shall be deemed discharged

as of the Effective Date. Objections to such requests must be filed and served on the requesting party by the Administrative Claims Objection Bar Date.

2.2 **Compensation Claims.** Notwithstanding any other provision of the Plan concerning Administrative Claims, any Professional seeking an award by the Bankruptcy Court of an Allowed Administrative Claim on account of Compensation Claims (a) shall no later than sixty (60) days after the Effective Date, file a final application for allowance of compensation for services rendered and reimbursement of expenses incurred through and including the Confirmation Date and (b) shall receive from the Debtors or the Liquidating Trustee, as applicable, as soon as reasonably practicable after such Claim is allowed, in full settlement, satisfaction, and release of, and in exchange for, such Allowed Administrative Claim, Cash in an amount equal to the unpaid amount of such Allowed Compensation Claim in accordance with any Final Order allowing such Allowed Compensation Claim.

(a) **Post-Confirmation Date Fees and Expenses**

Except as otherwise specifically provided in the Plan, on and after the Confirmation Date, the Debtors or the Liquidating Trustee, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable fees and expenses incurred by Professionals on or after the Confirmation Date. Upon the Confirmation Date, any requirement that Professionals comply with Bankruptcy Code sections 327 through 331 and 1103 or the Interim Compensation Order in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors or the Liquidating Trustee, as applicable, may pay any Professional in the ordinary course of business without any further notice, action, order or approval of the Bankruptcy Court.

2.3 **Substantial Contribution Compensation and Expenses.** Except as otherwise specifically provided in the Plan, any Person or Entity that requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to Bankruptcy Code sections 503(b)(3), (4) or (5) must file an application and serve such application on counsel for the Debtors or the Liquidating Trustee, as applicable, and as otherwise required by the Bankruptcy Court, the Bankruptcy Code or the Bankruptcy Rules on or before the Administrative Claim Bar Date, or be forever barred from seeking such compensation or expense reimbursement. All rights of the Debtors, the Liquidating Trustee, the United States Trustee and all other parties in interest to object to such request are expressly reserved.

2.4 **Priority Tax Claims.** Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release and discharge of, and in exchange for, each Allowed Priority Tax Claim, each holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in Bankruptcy Code section 1129(a)(9)(C).

B. General Rules.

2.5 **Classification.** Pursuant to Bankruptcy Code sections 1122 and 1123, the following designates the Classes of Claims and Equity Interests under the Plan. A Claim or Equity Interest is in a particular Class for purposes of voting on, and of receiving distributions pursuant to, the Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and such Claim or Equity Interest has not been paid, released or otherwise settled prior to the Effective Date. A Claim or Equity Interest shall be deemed classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class, and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class.

C. Summary of Classification of Claims and Equity Interests.

<u>Class</u>	<u>Designation</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
1	Allowed Secured Claims	Unimpaired	No (deemed to accept)
2	Allowed Priority Non-Tax Claims	Unimpaired	No (deemed to accept)
3	Allowed General Unsecured Claims	Impaired	Yes
4	Intercompany Claims	Unimpaired	No (deemed to accept)
5	Section 510(b) Claims	Impaired	No (deemed to reject)
6	Equity Interests	Impaired	No (deemed to reject)

D. Classified Claims and Equity Interests

2.6 **Class 1 – Secured Claims.**

(a) **Classification.** Class 1 consists of all Allowed Secured Claims against the Debtors.

(b) **Treatment.** Except to the extent that a holder of an Allowed Secured Claim agrees to a less favorable treatment of its Allowed Secured Claim, in full and final satisfaction, settlement, release and discharge of, and in exchange for, each Allowed Secured Claim, each such holder thereof shall receive, at the option of the Debtors or Liquidating Trustee, as applicable, either: (i) payment in full in Cash of such holder's Allowed Secured Claim; (ii) reinstatement of such holder's Allowed Secured Claim; (iii) return of any collateral subject to such holder's Allowed Secured Claim; or (iv) such other treatment rendering such holder's Allowed Secured Claim Unimpaired.

(c) **Impairment and Voting.** Class 1 Claims are Unimpaired and the holders thereof are not entitled to vote on the Plan.

2.7 **Class 2 – Priority Non-Tax Claims.**

(a) Classification. Class 2 consists of all Allowed Priority Non-Tax Claims against the Debtors.

(b) Treatment. Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment of its Allowed Priority Non-Tax Claim, in full and final satisfaction, settlement, release and discharge of, and in exchange for, each Allowed Priority Non-Tax Claim, each such holder thereof shall receive, at the option of the Liquidating Trustee, either: (i) payment in full in Cash of such holder's Allowed Priority Non-Tax Claim; or (ii) such other treatment rendering such Allowed Priority Non-Tax Claim Unimpaired.

(c) Impairment and Voting. Class 2 Claims are Unimpaired and the holders thereof are not entitled to vote on the Plan.

2.8 **Class 3 – General Unsecured Claims.**

(a) Classification. Class 3 consists of all Allowed General Unsecured Claims against the Debtors.

(b) Treatment. Except to the extent that a holder of an Allowed General Unsecured Claim agrees to a less favorable treatment of its Allowed General Unsecured Claim, in full and final satisfaction, settlement, release and discharge of, and in exchange for, each Allowed General Unsecured Claim, each holder thereof shall receive (a) a pro rata beneficial interest in the Liquidating Trust, subject to the terms and conditions of the Liquidating Trust Agreement, together with Cash in an amount equal to a pro rata share of the Unsecured Claims Fund to be distributed by the Liquidating Trust and (b) to the extent a holder of an Allowed General Unsecured Claim constitutes a Qualified Creditor Stock Beneficiary, a pro rata beneficial interest in the Stock Trust, subject to the terms and conditions of the Stock Trust Agreement, together with distributions under, and in accordance with, the Tax Sharing Agreement and the Stock Trust Agreement, as applicable.

(c) Impairment and Voting. Class 3 Claims are Impaired and the holders thereof are entitled to vote on the Plan.

2.9 **Class 4 – Intercompany Claims.**

(a) Classification. Class 4 consists of all Intercompany Claims.

(b) Treatment. All Class 4 Claims shall be Unimpaired. For the avoidance of doubt, holders of Class 4 Intercompany Claims shall not be entitled to any distribution from the Unsecured Claims Fund or on account of the Trust Agreements and Tax Sharing Agreement, as applicable.

(c) Impairment and Voting. Class 4 Claims are Unimpaired and holders thereof are deemed to accept the Plan.

2.10 **Class 5 – Section 510(b) Claims.**

(a) Classification. Class 5 consists of all Section 510(b) Claims.

(b) Treatment. All Class 5 Claims shall be discharged, cancelled, released and extinguished as of the Effective Date without any distribution on account of such Claims.

(c) Impairment and Voting. Class 5 Claims are Impaired and holders thereof are deemed to reject the Plan.

2.11 Class 6 – Equity Interests.

(a) Classification. Class 6 consists of all Equity Interests.

(b) Treatment. All Equity Interests shall be discharged, cancelled, released and extinguished without any distribution on account of such Equity Interests. For clarity, the Equity Interests in the Debtors other than Ecotality, Inc. (the parent company of such Debtors,) ECOTALITY Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V., shall be cancelled and reissued to Reorganized Ecotality.

(c) Impairment and Voting. Class 6 Equity Interests are Impaired and holders thereof are deemed to reject the Plan.

E. Additional Provisions Regarding Unimpaired Claims and Subordinated Claims.

2.12 **Special Provision Regarding Unimpaired Claims.** Except as otherwise explicitly provided in the Plan, nothing shall affect the Debtors' or the Liquidating Trustee's rights and defenses, both legal and equitable, with respect to any Unimpaired Claims, including, but not limited to, all rights with respect to legal and equitable defenses to setoffs or recoupments asserted against Unimpaired Claims.

2.13 **Subordinated Claims.** The allowance, classification and treatment of all Allowed Claims and Allowed Equity Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, Bankruptcy Code section 510(b), or otherwise. Pursuant to Bankruptcy Code section 510, the Debtors, subject to the reasonable consent of the Plan Contributor, reserve the right to re-classify any Allowed Claim or Allowed Equity Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

ARTICLE III.
ACCEPTANCE

3.1 **Elimination of Vacant Classes.** Any Class of Claims that does not have a holder of an Allowed Claim or a Claim temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes

of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to Bankruptcy Code section 1129(a)(8).

3.2 **Cramdown.** The Debtors shall request confirmation of the Plan, as it may be modified from time to time, under Bankruptcy Code section 1129(b). The Debtors reserve the right to modify the Plan to the extent, if any, that confirmation pursuant to Bankruptcy Code section 1129(b) requires modification to the Plan.

ARTICLE IV. MEANS FOR IMPLEMENTATION OF PLAN

4.1 **Liquidating Trust.** Distributions to holders of Allowed Claims (including Compensation Claims) contemplated under the Plan shall be funded by the proceeds of Liquidating Trust Assets. After the payment or reservation for, as applicable, the expenses of administering the Liquidating Trust, including the winding down and closing of the Chapter 11 Cases (including with respect to any fees and expenses incurred by any Professionals after the Confirmation Date), the fees and expenses of the Liquidating Trustee and its retained professionals, all Allowed Administrative Claims, Allowed Compensation Claims, Allowed Priority Tax Claims, Allowed Secured Claims, Allowed Priority Non-Tax Claims and appropriate reserves, and any remaining assets shall be used to fund the Unsecured Claims Fund.

(a) **Creation.** On the Effective Date, the Liquidating Trust shall be created pursuant to the Liquidating Trust Agreement, the terms of which shall be incorporated herein by reference. As of the Effective Date, all of the Liquidating Trust Assets shall be transferred to the Liquidating Trust, pursuant to the terms of the Liquidating Trust Agreement. The Liquidating Trust shall be established for the sole purpose of liquidating and distributing the Liquidating Trust Assets, in accordance with Treasury Regulation section 301.7701-4(d).

(b) **Employment and Compensation of Professionals.** In accordance with the Liquidating Trust Agreement, the Liquidating Trust may employ such counsel (which may include one or more of the same counsel employed by either the Debtors or the Committee), advisors and other professionals (which may include one or more of the same Professionals employed by either the Debtors or the Committee) selected by the Liquidating Trustee that the Liquidating Trustee reasonably requires to perform its responsibilities under the Plan without further order from the Bankruptcy Court. The Liquidating Trust's professionals shall be compensated at their respective standard hourly rates as agreed to by the Liquidating Trustee, without further motion, application, notice, or other order of the Bankruptcy Court. The fees and expenses of the Liquidating Trust's professionals shall be satisfied out of the Liquidating Trust Assets.

4.2 **Liquidating Trustee.**

(a) **Appointment.** The Liquidating Trustee shall be deemed appointed on the Effective Date, without further motion, application, notice, hearing or other order of the Bankruptcy Court. The Debtors hereby recommend that the initial Liquidating Trustee shall be Carolyn Johnsen, which recommendation is acceptable to the Committee. Ms. Johnsen has

served as counsel to the Committee and, as a result, is knowledgeable about the Debtors, the Chapter 11 Cases and the Liquidating Trust Assets. For further information regarding Ms. Johnsen's qualifications to serve as the Liquidating Trustee, please refer to **Exhibit B** of the Disclosure Statement. In the event Ms. Johnsen does not serve as Liquidating Trustee for some reason, the Debtors reserve the right to select a Person or Entity to serve as the Liquidating Trustee, which selection shall be reasonably acceptable to the Committee.

(b) Duties. As more fully described in the Liquidating Trust Agreement, the Liquidating Trustee shall have the responsibility for administering the Liquidating Trust, maintaining applicable reserves, liquidating the Liquidating Trust Assets, and making distributions under the Plan.

(c) No Further Approvals Required/Transfer of Liquidating Trust Assets. In performance of its duties hereunder, the Liquidating Trustee shall have the rights and powers of a debtor in possession under Bankruptcy Code section 1107, and such other rights, powers, and duties necessary, appropriate, advisable or convenient to effectuate the provisions of the Plan. On and after the Effective Date, the Liquidating Trustee shall not be required to obtain any approvals from the Bankruptcy Court, any court or governmental body and/or provide any notices under any applicable laws to implement the terms of the Plan, including the transfer of any Liquidating Trust Assets retained by the Liquidating Trust, except as explicitly set forth in the Liquidating Trust Agreement. As further set forth in the Liquidating Trust Agreement, without limitation of the foregoing, the Liquidating Trustee shall be authorized pursuant to this Plan to transfer any or all of the Liquidating Trust Assets without necessity of any further notice or approval of the Bankruptcy Court and/or under any applicable state or federal law. This provision shall be subject in its entirety to the Liquidating Trust Agreement.

4.3 Stock Trust.

(a) Creation. On the Effective Date, the Stock Trust shall be created pursuant to the Stock Trust Agreement, the terms of which shall be incorporated herein by reference. As of the Effective Date, all of the Stock Trust Assets shall be transferred to the Stock Trust pursuant to the terms of the Stock Trust Agreement. The rights of the Qualified Creditor Stock Beneficiaries shall be set forth in the Stock Trust Agreement. The Stock Trust shall be established for the sole purpose of liquidating and distributing the Stock Trust Assets while preserving the value of the Stock Trust Assets, in accordance with Treasury Regulation section 301.7701-4(d).

(b) Employment and Compensation of Professionals. In accordance with the Stock Trust Agreement, the Stock Trust may employ such counsel, advisors and other professionals selected by the Stock Trustee that the Stock Trust reasonably requires to perform its responsibilities under the Plan without further order from the Bankruptcy Court. The Stock Trust's professionals shall be compensated at their respective standard hourly rates as agreed to by the Stock Trustee, without further motion, application, notice, or other order of the Bankruptcy Court.

4.4 Stock Trustee.

(a) Appointment. The Stock Trustee shall be deemed appointed on the Effective Date, without further motion, application, notice, hearing or other order of the Bankruptcy Court. The Debtors hereby recommend that the initial Stock Trustee shall be Carolyn Johnsen, which recommendation is acceptable to the Committee. Ms. Johnsen has served as counsel to the Committee and, as a result, is knowledgeable about the Debtors, the Chapter 11 Cases and the Stock Trust Assets. For further information regarding Ms. Johnsen's qualifications to serve as the Stock Trustee, please refer to **Exhibit B** of the Disclosure Statement. In the event Ms. Johnsen is not able or determines not to serve as Stock Trustee for some reason as of the Effective Date, the Debtors reserve the right to select a Person or Entity to serve as the Stock Trustee, which selection shall be reasonably acceptable to the Committee.

(b) Duties. The Stock Trustee shall have the responsibility for administering the Stock Trust in accordance with the Stock Trust Agreement.

(c) No Further Approvals Required/Transfer of Stock Trust Assets. On and after the Effective Date, the Stock Trustee shall not be required to obtain any approvals from the Bankruptcy Court, any court or governmental body and/or provide any notices under any applicable laws to implement the terms of the Plan, including the transfer of any Stock Trust Assets retained by the Stock Trust, except as explicitly set forth in the Stock Trust Agreement. As further set forth in the Stock Trust Agreement, without limitation of the foregoing, the Stock Trustee shall be authorized pursuant to this Plan to transfer any or all of the Stock Trust Assets without necessity of any further notice or approval of the Bankruptcy Court and/or under any applicable state or federal law. This provision shall be subject in its entirety to the Stock Trust Agreement.

4.5 New Board. Subject to any requirement of Bankruptcy Court approval pursuant to section 1129(a)(5) of the Bankruptcy Code, and except as may otherwise be disclosed in the Plan Supplement, on the Effective Date, the directors and officers identified in the Plan Supplement, and who shall be reasonably acceptable to the Plan Contributor, the Debtors and the Committee, shall serve as the New Board of the Reorganized Debtors that are corporations. Pursuant to section 1129(a)(5), the Debtors will disclose in the Plan Supplement, on or prior to the Confirmation Date, the identity and affiliations of any Person proposed to serve on a Reorganized Debtor's New Board and, to the extent such Person is an Insider, the nature of any compensation for such Person. After the Effective Date, the corporate governance and management of the Reorganized Debtors shall be determined by the applicable board of managers or board of directors in accordance with the laws of the applicable state or country of organization.

4.6 Cancellation of Notes, Instruments, and Outstanding Equity Interests. On the Effective Date, except as otherwise provided for in the Plan or any agreement, instrument or other document incorporated in the Plan or the Plan Supplement, all agreements, stock, instruments, certificates and other documents in respect of the Equity Interests shall be cancelled, and the obligations of the Debtors thereunder or in any way related thereto shall be fully released and discharged. For clarity, the Equity Interests in the Debtors

other than Ecotality, Inc. (the parent company of such Debtors), ECOTality Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V., shall be cancelled and reissued to Reorganized Ecotality.

4.7 **Cancellation of Liens.** On the Effective Date, except as otherwise provided for in the Plan or any agreement, instrument or other document incorporated in the Plan or the Plan Supplement, any Lien securing any Claim shall be deemed released, and the holder of such Claim shall be authorized and directed to release any collateral or other property of any Debtor held by such holder and to take such actions as may be requested by the Debtors or the Liquidating Trustee, as applicable, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Debtors or the Liquidating Trustee, as applicable.

4.8 **Exemption from Certain Transfer Taxes and Recording Fees.** To the fullest extent permitted by Bankruptcy Code section 1146(a), any transfer from a Debtor to the Liquidating Trustee or to any entity under, pursuant to, in contemplation of, or in connection with the Plan or through: (a) the issuance, distribution, transfer or exchange of any debt, securities or other interest in the Debtors; (b) the creation, modification, consolidation or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (c) the making, assignment or recording of any lease or sublease; or (d) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee or other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

4.9 **No Further Approvals.** The transactions contemplated by the Plan shall be approved and effective as of the Effective Date without the need for any further state or local regulatory approvals or approvals by any non-Debtor parties, and without any requirement for further action by the Debtors or the Liquidating Trustee, as applicable.

4.10 **Dissolution of Committee.** The Committee shall continue in existence until the Effective Date to exercise those powers and perform those duties specified in Bankruptcy Code section 1103 and shall perform such other duties as it may have been assigned by the Bankruptcy Court prior to the Effective Date. On the Effective Date, the Committee shall be dissolved and the Committee's members shall be deemed released of all their duties, responsibilities and obligations in connection with the Chapter 11 Cases or the Plan and its implementation, and the retention or employment of the Committee's Professionals shall terminate.

4.11 **Pre-Effective Date Injunctions or Stays.** All injunctions or stays, whether by operation of law or by order of the Bankruptcy Court, provided for in the Chapter 11 Cases pursuant to Bankruptcy Code sections 105 or 362 or otherwise that are in effect on the Confirmation Date shall remain in full force and effect until the Effective Date.

4.12 **Restructuring and Other Corporate Actions and Transactions.**

(a) **Restructuring Transactions.** Upon the Effective Date, the following transactions shall be effectuated contemporaneously:

(i) All of the issued and outstanding capital stock of ECotality, Inc. shall be cancelled and new shares of common stock, the Reorganized Stock, shall be issued as follows: 50% to the Stock Trust for the *pro rata* benefit of the Qualified Creditor Stock Beneficiaries (the "Qualified Creditor Stock") and 50% to the Plan Stockholder (the "Plan Stock"). For clarity, the Equity Interests in the Debtors other than Ecotality, Inc. (the parent company of such Debtors), ECotality Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V., shall also be cancelled and reissued to Reorganized Ecotality.

(ii) The Plan Stockholder, the Reorganized Debtors and the Stock Trust shall execute the Tax Sharing Agreement.

(iii) The Qualified Creditor Stock Beneficiaries shall receive, on a *pro rata* basis, no less than \$925,000 (the "Minimum Distribution") as follows:

(1) The Plan Contributor shall deposit \$200,000 in cash (the "Trust Deposit") with the Debtors as further described in the Confirmation Order, to be held in trust and to be distributed to the Liquidating Trust.

(2) In full satisfaction of the obligation of the Plan Contributor to pay the balance of the Minimum Distribution in Cash after payment of the Trust Deposit as contemplated in Section 4.12(a)(iii)(1), as more fully set forth in the Plan Supplement (i) the Stock Trust shall be distributed from Car Charging Group, Inc. ("CCGI") the Series B Convertible Preferred Stock of CCGI in accordance with the terms and conditions set forth in that certain *Certificate of Designations of Preferences, Rights and Limitations of Series B Convertible Preferred Stock* of Car Charging Group, Inc. substantially in the form filed in the Plan Supplement, and (ii) the Stock Trust shall receive any distribution on account of the Qualified Creditor Stock, and (iii) the Stock Trust shall receive any distribution on account of the *Tax Sharing Agreement*.

(3) The Stock Trustee shall use commercially reasonable efforts, within thirty (30) days after the Effective Date, to provide the Liquidating Trustee with a list and contact information for all Qualified Creditor Stock Beneficiaries existing as of that date.

(4) The Stock Trustee shall use commercially reasonable efforts, within thirty (30) days prior to the third anniversary of the Effective Date, to provide the Liquidating Trustee with a list and contact information for all Qualified Creditor

Stock Beneficiaries existing as of that date, as well as an accounting of all distributions made to the Qualified Creditor Stock Beneficiaries on account of the Plan Stock and the Tax Sharing Agreement.

(b) Continued Operation of Reorganized ECOTality. On and after the Effective Date, Reorganized ECOTality shall continue in business as a Business Enterprise.

(i) The New Corporate Governance Documents shall, as of the Effective Date, be adopted and shall go into effect in accordance with applicable state law. Such documents shall conform to the terms of this Plan and any agreements ancillary to this Plan and shall otherwise be in form and substance reasonably acceptable to the Debtors, the Committee and the Plan Contributor. For the avoidance of doubt, nothing in New Corporate Governance Documents shall impair the rights of the Stock Trust or the obligations of the Plan Contributor as set forth in this Plan.

(ii) On and after the Effective Date, the Plan Stockholder shall transfer and assign such rights and obligations to Reorganized ECOTality as it deems required to maintain the Business Enterprise, and Reorganized ECOTality shall accept such transfers and/or assignments.

(iii) Reorganized ECOTality may, in the discretion of the New Board, pursuant to and under the terms of the loan documents consistent with the terms contained in Exhibit [] to the Plan Supplement, enter into a loan for borrowed money as needed to fund the operations of Reorganized ECOTality under a revolving line of credit (the “*Operating Line of Credit*”). The Operating Line of Credit shall be secured by interests in (a) all of the assets of Reorganized ECOTality acquired by the Reorganized ECOTality after the Effective Date (for clarity, and without limitation, expressly excluding the Liquidating Trust Assets), (b) a pledge of the Plan Stock and (c) a pledge of the Qualified Creditor Stock, which pledge may only foreclosed upon if an event of default (as defined in the loan documents pursuant to which the Operating Line of Credit is provided) has been declared and is continuing, following not less than five (5) business days’ written notice thereof to the Stock Trustee. In the event of a default under the Operating Line of Credit, the Stock Trustee shall be authorized to exercise all rights and remedies under the *Certificate of Designations of Preferences, Rights and Limitations of Series B Convertible Preferred Stock*.

(iv) The Plan Stockholder may, in its discretion, pursuant to terms that may be agreed upon by Reorganized ECOTality and the Plan Stockholder, transfer assets, other than the Purchased Assets, to Reorganized ECOTality as may be required for Reorganized ECOTality to continue to maintain the Business Enterprise.

(c) General Corporate Actions. Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (i) cancellation and reissuance of stock and all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or Reorganized ECOTality, and any corporate action required by the Debtors or Reorganized ECOTality in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the stock

holders, the managing members, directors or officers of Debtor ECOtality. On or (as applicable) prior to the Effective Date, the managing members, directors or officers of the Debtors shall be authorized and directed to issue, execute and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of an on behalf of the Debtors and Reorganized ECOtality. Such authorizations and approvals shall be effective notwithstanding any requirements under non-bankruptcy law. In the event of any conflict between the provisions of this Plan and any actions, documents, agreements, or otherwise arising from this Section 4.12, the provisions of this Plan shall govern.

ARTICLE V.

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

5.1 Rejection and Repudiation of Executory Contracts and Unexpired Leases. On the Effective Date, all executory contracts and unexpired leases shall be deemed rejected or repudiated pursuant to Bankruptcy Code section 365 other than those executory contracts or unexpired leases that: (a) previously were assumed or rejected by the Debtors; (b) are otherwise addressed in the Confirmation Order; (c) are otherwise addressed in the Plan; or (d) are the subject of a motion to reject such executory contracts or unexpired leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such rejection is on or after the Effective Date.

5.2 Claims Based on Rejection or Repudiation of Executory Contracts and Unexpired Leases. If the rejection or repudiation of an executory contract or unexpired lease pursuant to the Plan results in a Claim, then such Claim shall be forever barred and shall not be enforceable against the Debtors or their properties, or any of their interests in properties as agent, successor or assign, unless a Proof of Claim is filed with the Claims and Noticing Agent and served upon counsel to the Liquidating Trustee within thirty (30) days after the earlier of (i) entry of the Confirmation Order and (ii) the effective date of rejection or repudiation of the executory contract or unexpired lease. The Debtors shall give notice of the bar date established by this Section 5.2 to the non-Debtor counterparties to the executory contracts and unexpired leases by service of the Plan, the Confirmation Order, or otherwise. Unless otherwise provided herein, the Liquidating Trustee shall object to such Claims on or before the Claims Objection Bar Date.

5.3 Termination of All Employee, Retiree and Workers' Compensation Benefits. All existing employee benefits (including, without limitation, workers' compensation benefits, health care plans, disability plans, severance benefit plans, incentive plans, and life insurance plans) and retiree benefits (as such term is defined under Bankruptcy Code section 1114(a)) not previously terminated by the Debtors shall be terminated on or before the Effective Date, except as otherwise expressly provided in the Confirmation Order.

5.4 Survival of Certain Indemnification Obligations. Any obligations of the Debtors pursuant to their corporate charters and bylaws or agreements, including amendments, entered into any time prior to the Effective Date, to indemnify, reimburse, or limit the liability of any Person or Entity pursuant to the Debtors' certificates of incorporation, bylaws, policy of providing employee indemnification, applicable state law, or specific agreement in respect of

any claims, demands, suits, causes of action, or proceedings against such Person or Entity based upon any act or omission related to such Person or Entity's service with, for, or on behalf of the Debtors prior to the Effective Date with respect to all past, present and future actions, suits, and proceedings relating to the Debtors shall continue as obligations of the Liquidating Trust only in accordance with this Section 5.4, and shall survive confirmation of the Plan, irrespective of whether any such defense, indemnification, reimbursement, or limitation of liability accrued or is owed in connection with an occurrence before or after the Petition Date; provided, however, that all monetary obligations under this Section 5.4 shall be limited solely to available insurance coverage and neither the Liquidating Trust, the Liquidating Trust Assets, the Liquidating Trustee, the Plan Contributor, the Plan Stockholder, Blink Acquisition LLC, the Stock Trust, the Stock Trust Assets, the Stock Trustee nor any of the Reorganized Debtors shall be liable for any such obligations under any circumstance. Any Claim based on the Debtors' obligations set forth in this Section 5.4 shall not be subject to any objection by reason of Bankruptcy Code section 502(e)(1)(B). Notwithstanding anything to the contrary herein, there also shall be no obligation of any kind on the part of the Debtors, the Liquidating Trust, the Liquidating Trustee, the Plan Contributor, the Plan Stockholder, Blink Acquisition LLC, the Stock Trust, the Stock Trustee or any of the Reorganized Debtors with respect to any Claims, suits or actions against a Person or Entity that result in a final order determining that such Person or Entity is liable for fraud, willful misconduct, gross negligence, bad faith, self-dealing or breach of the duty of loyalty.

ARTICLE VI.

PROCEDURES FOR RESOLVING AND TREATING DISPUTED CLAIMS

6.1 Prosecution of Objections to Claims on and after the Effective Date.

(a) On and after the Effective Date, objections to, and requests for estimation of, any Claims, including any Claims scheduled by the Debtors in the Schedules, may be interposed and prosecuted only by the Liquidating Trustee and the Liquidating Trust. Such objections and requests for estimation shall be served on the respective holder of such Claim and filed with the Bankruptcy Court on or before the later of (i) Claims Objection Bar Date and (ii) such other date as may be fixed by the Bankruptcy Court upon a motion filed by the Liquidating Trustee and served only upon the United States Trustee and any party that has filed a notice of appearance and request for service of notices and papers on or after the Effective Date.

(b) On the Effective Date, all pending objections to and requests for estimation of any Claims will vest in the Liquidating Trust.

(c) On and after the Effective Date, the Liquidating Trustee shall be authorized to resolve all respective Disputed Claims by withdrawing or settling objections thereto, or by litigating to judgment in the Bankruptcy Court, or such other court having competent jurisdiction, the validity, nature and/or amount thereof. If the Liquidating Trustee agrees with the holder of a Disputed Claim to compromise, settle and/or resolve a Disputed Claim by granting such holder an Allowed Claim, then the Liquidating Trustee may compromise, settle and/or resolve such Disputed Claim without Bankruptcy Court approval.

6.2 **Estimation of Claims.** The Liquidating Trustee may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to Bankruptcy Code section 502(c) regardless of whether the Debtors or the Liquidating Trustee, as applicable, scheduled such Claim in the Schedules, previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, such estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Liquidating Trustee may elect to pursue any supplemental proceedings to object to any ultimate allowance of such Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

6.3 **No Distributions Pending Allowance.** Notwithstanding any other provision hereof, if any portion of a Claim is a Disputed Claim, no payment or distribution provided hereunder shall be made on account of such disputed portion; provided, however, that the Liquidating Trustee may, at its discretion and in accordance with the Trust Agreements, pay any undisputed portion of a Disputed Claim in accordance with the terms of the Plan or the Trust Agreements, as applicable. To the extent that all or a portion of a Disputed Claim is disallowed, the holder of such Claim shall not receive any distribution on account of the portion of such Claim that is disallowed and any distribution withheld pending the resolution of such Claim shall be reallocated *pro rata* to the holders of Allowed Claims in the same Class.

6.4 **Distributions after Allowance.** To the extent that a Disputed Claim becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan, the Trust Agreements, and the Confirmation Order. As soon as practicable after the date that an order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Trustees shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled under the Plan.

6.5 **Disallowed Claims.** Any Claim held by a Person or Entity against whom any Debtor or the Liquidating Trust has commenced a proceeding asserting a Cause of Action under Bankruptcy Code section 542, 543, 544, 545, 547, 548, 549, 550, 551 and/or 553, shall be deemed disallowed pursuant to Bankruptcy Code section 502(d) and the holder of such Claim shall not be entitled to vote to accept or reject the Plan. Claims that are deemed disallowed pursuant to this Section 6.5 shall continue to be disallowed for all purposes until such Cause of Action has been settled or resolved by Final Order and any sums due to the Debtors or the Liquidating Trust, as applicable, from such party have been paid.

ARTICLE VII. **DISTRIBUTIONS**

7.1 **Manner of Payment and Distributions under the Plan.** All distributions under the Plan shall be made by the Liquidating Trustee pursuant to the terms of the Trust Agreements, the Plan and the Confirmation Order.

(a) **Distributions to Holders of Allowed Claims.** Subject to the conditions set forth in the Trust Agreements, the Liquidating Trustees will make distributions on account of Allowed Claims as of the Distribution Date or otherwise in accordance with the provisions of Article II hereof or otherwise in the Plan or the Confirmation Order. The Trustees will make subsequent distributions to a holder of such Allowed Claim within a reasonable period of time after such Claim becomes Allowed. Payments of Cash by the Liquidating Trustee pursuant to the Plan and the Trust Agreements may be by check drawn on a domestic bank and shall be made to the address of the holder of such Claim as most recently indicated on or prior to the Effective Date in the Debtors' books and records. At the option of the Liquidating Trustee, payments may be made by wire transfer from a bank.

7.2 **Interest and Penalties on Claims.** Unless otherwise specifically provided for in the Plan, the Trust Agreements, the Confirmation Order, required by applicable bankruptcy law or necessary to render a Claim Unimpaired, postpetition interest and penalties shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest and penalties accruing on or after the Petition Date through the date such Claim is satisfied in accordance with the terms of the Plan.

7.3 **Record Date for Distributions.** None of the Debtors or the Trustees will have any obligation to recognize the transfer of, or the sale of any participation in, any Allowed Claim that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes herein to recognize and make distributions only to those holders of Allowed Claims that are holders of such Claims as of the close of business on the Distribution Record Date. The Debtors and the Trustees shall be entitled to recognize and deal for all purposes under the Plan with only those record holders stated on the official claims register as of the close of business on the Distribution Record Date.

7.4 **Withholding and Reporting Requirements.** In connection with the Plan, the Trustees shall comply with all withholding and reporting requirements imposed by federal, state, local and foreign taxing authorities and all distributions hereunder shall be subject to such withholding and reporting requirements. The Trustees shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. Notwithstanding the foregoing, each holder of an Allowed Claim that is to receive a distribution hereunder shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any government unit, including income, withholding and other tax obligations, on account of such distribution. The Trustees have the right, but not the obligation, not to make a distribution until such holder has made arrangements satisfactory to the Trustees for payment of any such tax obligations. The Trustees may require, as a condition to the receipt of a distribution, that the holder of an Allowed Claim complete the appropriate Form W-8 or Form W-9, as applicable to each holder. If such holder fails to comply with such request within one year, such distribution shall be deemed an unclaimed distribution.

7.5 **Setoffs.** Except as provided under the Plan, the Debtors and/or the Trustees may, but shall not be required to, set off against any Claim and the payments to be made pursuant to the Plan in respect of such Claim, any claims of any nature whatsoever that the Debtors may have against the holder of a Claim, but neither the Debtors' or Liquidating Trustee's failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the of any such claim the Debtors or the Liquidating Trustee, as applicable, may have against such holder of a Claim.

7.6 **Allocation of Plan Distributions Between Principal and Interest.** To the extent that any Allowed Claim entitled to distribution under the Plan consists of indebtedness and accrued but unpaid interest thereon, such distributions shall, for all income tax purposes, be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

7.7 **Undeliverable or Returned Distributions.** If any Allowed Claim distribution is returned to the Trustees as undeliverable, the Trustees shall use reasonable efforts to determine the correct address of the holder of such Claim. If such reasonable efforts are unsuccessful, no further distributions shall be made to the holder of such Claim unless and until the Trustees are notified in writing of such holder's then current address. Upon receipt by the Trustees, returned Cash shall not earn any interest or be entitled to any dividends or other accruals of any kind. Any holder of an Allowed Claim that does not assert a Claim pursuant to this Section 7.7 for a returned distribution within one (1) year after the Effective Date shall be forever barred from asserting any such Claim against the Debtors or their property or other property transferred pursuant to the Plan and Trust Agreements.

7.8 **Fractional Distributions.** No fractional dollars or shares shall be distributed. Where fractional dollars would otherwise be called for, the actual issuance shall reflect a rounding down of such fraction to the nearest whole dollar.

7.9 **Miscellaneous Distribution Provisions.**

(a) **Foreign Currency Exchange Rate.** Except as specifically provided for in the Plan or an order of the Bankruptcy Court, as of the Effective Date, any Claim asserted in currency other than U.S. dollars automatically shall be deemed converted to the equivalent U.S. dollar value using Bank of America's noon spot rate as of the Petition Date for all purposes under the Plan, including voting, allowance and distribution.

(b) **Distributions on Non-Business Days.** Any payment or distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.

(c) **Partial Distributions on Disputed Claims.** The Debtors or the Trustees, as applicable, may, but are not required to, make partial distributions to holders of Disputed Claims for the amount of the undisputed portion of such holder's Disputed Claim.

(d) Disputed Payments. If any dispute arises as to the identity of the holder of an Allowed Claim entitled to receive any distribution under the Plan, the Trustees may retain such distribution until its disposition is determined by a Final Order or written agreement among the interested parties to such dispute.

(e) Post-Consummation Effect of Evidence of Claims or Equity Interests. Except as otherwise provided herein, notes, stock certificates, membership certificates, unit certificates and other evidence of Claims against, or Equity Interests in, the Debtors shall, effective on the Effective Date, represent only the right to participate in the distributions contemplated by the Plan and shall not be valid or effective for any other purpose.

(f) Disgorgement. To the extent that any property, including Cash, is distributed to a Person or Entity on account of a Claim that is not an Allowed Claim, such property shall be held in trust for and shall promptly be returned to the Liquidating Trustee.

ARTICLE VIII.

CONDITIONS PRECEDENT TO EFFECTIVENESS OF THE PLAN

8.1 Conditions to the Effective Date. Consummation of the Plan and the occurrence of the Effective Date are subject to satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered the Confirmation Order, and such Confirmation Order shall have become a Final Order;

(b) No request for revocation of the Confirmation Order under Bankruptcy Code section 1144 has been made, or, if made, remains pending; and

(c) All documents necessary to implement the transactions contemplated by this Plan are in form and substance acceptable to the Debtors.

8.2 Waiver of Condition. The conditions set forth in Section 8.1, other than the condition requiring that the Confirmation Order shall have been entered by the Bankruptcy Court, may be waived in whole or in part by the Debtors.

8.3 Notice of Effective Date. The Debtors shall file with the Bankruptcy Court a notice of the occurrence of the Effective Date within a reasonable period of time after the conditions in Section 8.1 of the Plan have been satisfied or waived pursuant to Section 8.2, and the Effective Date has occurred.

8.4 Order Denying Confirmation. If the Plan is not Consummated, then nothing contained in the Plan shall (a) constitute a waiver or release of any Claims against or Equity Interests in the Debtors; (b) prejudice in any manner the rights of the holder of any Claim against, or Equity Interest in, the Debtors; (c) prejudice in any manner any right, remedy or Claim of the Debtors; (d) be deemed an admission against interest by the Debtors; or (e) constitute a settlement, implicit or otherwise, of any kind whatsoever.

ARTICLE IX.
EFFECT OF THE PLAN ON CLAIMS AND EQUITY INTERESTS

9.1 Discharge of Claims and Termination of Equity Interests.

(a) Except with respect to Class 4 Creditors, to the extent their Claims are expressly not discharged, and as of the Effective Date, except as otherwise explicitly provided in the Plan or the Confirmation Order including with respect to Class 4 Claims, the rights afforded under the Plan and the treatment of Claims and Equity Interests under the Plan shall be in exchange for and in complete satisfaction, discharge and release of all Claims and satisfaction or termination of all Equity Interests. Except with respect to Class 4 Creditors, to the extent their Claims are expressly not discharged, and except as otherwise provided in the Plan or the Confirmation Order, Confirmation shall, as of the Effective Date: (i) discharge the Debtors from all Claims or other debts that arose before the Effective Date, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, and all debts of the kind specified in Bankruptcy Code sections 502(g), 502(h) or 502(i), in each case whether or not (w) a Proof of Claim is filed or deemed filed pursuant to Bankruptcy Code section 501, (x) a Claim based on such debt is Allowed pursuant to Bankruptcy Code section 502, (y) the holder of a Claim based on such debt has accepted the Plan or (z) such Claim is listed in the Schedules; and (ii) satisfy, terminate or cancel all Equity Interests and other rights of equity security holders in the Debtors.

(b) As of the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, all Persons and Entities shall be precluded from asserting against the Debtors, or their respective successors or property, any other or further Claims, demands, debts, rights, causes of action, liabilities or equity interests based upon any act, omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date. In accordance with the foregoing, except as provided in the Plan or the Confirmation Order, the Confirmation Order will be a judicial determination, as of the Effective Date, of a discharge of all such Claims except with respect to Class 4 Creditors, to the extent their Claims are expressly not discharged, and other debts and liabilities against the Debtors and satisfaction, termination or cancellation of all Equity Interests and other rights of equity security holders in the Debtors, pursuant to Bankruptcy Code sections 524 and 1141, and such discharge will void any judgment obtained against the Debtors at any time, to the extent that such judgment relates to a discharged Claim.

9.2 Injunctions.

(a) Except as otherwise provided in the Plan, the Trust Agreements or the Confirmation Order, all Persons or Entities who have held, hold or may hold Claims, Equity Interests, Causes of Action or liabilities that: (i) are subject to compromise and settlement pursuant to the terms of the Plan; (ii) have been released pursuant to Section 9.3; (iii) are subject to exculpation pursuant to Section 9.5 (but only to the extent of the exculpation provided in Section 9.5); or (iv) are otherwise stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner any action or other proceeding, including on account of any Claims, Equity Interests, Causes of Action or liabilities that have been

compromised or settled against the Debtors or any Person or Entity so released or exculpated (or the property or estate of any Person or Entity, directly or indirectly, so released or exculpated) on account of or in connection with or with respect to any released, settled, compromised, or exculpated Claims, Equity Interests, Causes of Action or liabilities.

9.3 **Releases.**

(a) **Debtor Releases.** Notwithstanding anything contained herein to the contrary, except as provided in Section 9.4, on the Confirmation Date and effective as of the Effective Date and to the fullest extent authorized by applicable law, for good and valuable consideration provided by each of the Released Parties and Limited Released Parties, as applicable, the adequacy of which is hereby confirmed, the Released Parties and the Limited Released Parties (subject to Section 9.4 herein) are deemed conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged by the Debtors and their Estates from any and all claims, interests, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party or Limited Released Party, as applicable, the restructuring of Claims and Equity Interests prior to or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement, or any related agreements, instruments or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party or a Limited Released Party, as applicable, that constitutes actual fraud, willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any obligations arising on or after the Effective Date of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

(b) **Releases by Holders of Claims and Equity Interests.** Except for any obligation, claim, cause of Action or liability arising expressly under the Plan, reserved by any Person or Entity pursuant to the Plan or as provided in Section 9.4, on the Confirmation Date and effective as of the Effective Date and to the fullest extent authorized by applicable law, holders of Claims and Equity Interests shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged the Released Parties and the Limited Released Parties, as applicable, from any and all claims, interests, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan,

the business or contractual arrangements between any Debtor and any Released Party or Limited Released Party, as applicable, the restructuring of Claims and Equity Interests prior to or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement, or any related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party or Limited Released Party, as applicable, that constitutes actual fraud, willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any obligations arising on or after the Effective Date of any party under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

9.4 **Limitation on Releases.** Notwithstanding any other provision of this Article IX, nothing in this Article IX shall be deemed to release the Limited Released Parties from any claim, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, if any, arising from or relating to the prepetition conduct with respect to the prepetition operations and affairs of the Debtors. Such claims include, without limitation, claims for deepening insolvency; breach of fiduciary duties; misrepresentation, negligence, and other misconduct; aiding and abetting such misconduct; fraudulent conveyances and preference recoveries.

9.5 **Exculpation.** Notwithstanding anything contained herein to the contrary, on the Confirmation Date and effective as of the Effective Date and to the fullest extent authorized by applicable law, none of the Exculpated Parties, shall have or incur any liability from the Petition Date to the Effective Date for any claim, cause of action, or other assertion of liability for any act taken or omitted in connection with, or arising out of, the Chapter 11 Cases or the negotiation, formulation, preparation, administration, consummation and/or implementation of the Plan, or any contract, instrument, document, or other agreement entered into pursuant thereto through the Effective Date; provided that the foregoing shall not affect the liability of any Person or Entity that otherwise would result from any such act or omission to the extent such act or omission is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence. The Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under, or in connection with, the Chapter 11 Cases, the Plan and administration thereof.

9.6 **Retention and Enforcement and Release of Causes of Action.** Except as otherwise provided in the Plan, or in any document, instrument, release or other agreement entered into in connection with the Plan, in accordance with Bankruptcy Code section 1123(b), the Debtors, their Estates, the Trust Agreements, and any other party, including any of the Buyers (only to the extent Causes of Action were transferred from the Debtors to the applicable Buyer under the respective APA), expressly reserve all rights to retain and prosecute any and all of the Causes of Action identified in **Exhibit A** to the Plan, as the case may be. Sole authority and responsibility for investigating, analyzing, commencing, prosecuting, litigating, compromising, collecting and otherwise administering (or decline to do any of the

foregoing) any or all of the Causes of Action pursuant to the terms of the Plan, the Liquidating Trust Agreement, and any other applicable document shall be held by (A) the Debtors, prior to the Effective Date (except to the extent a Cause of Action was transferred from the Debtors to an applicable Buyer under the respective APA, in which case the applicable Buyer has such authority), and (B) on or after the Effective Date, by (i) the Liquidating Trustee, with respect only to those Causes of Action that are Excluded Assets (the “Retained Causes of Action”), and (ii) with respect to any other Causes of Action, any other party that acquired rights to such Cause of Action, including any Buyer (only to the extent Causes of Action were transferred from the Debtors to the applicable Buyer under the respective APA). No preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to any or all of the Causes of Action upon, after, or as a consequence of Confirmation or the occurrence of the Effective Date.

ARTICLE X.

MISCELLANEOUS PROVISIONS

10.1 **Retention of Jurisdiction.** Following the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising from or relating to the Chapter 11 Cases to the fullest extent of applicable law, including, without limitation:

(a) To determine the validity under any applicable law, allowability, classification and priority of Claims and Equity Interests upon objection, or to estimate, pursuant to Bankruptcy Code section 502(c), the amount of any Claim that is, or is anticipated to be, contingent or unliquidated as of the Effective Date;

(b) To construe and to take any action authorized by the Bankruptcy Code and requested by the Trustees or any other party in interest to enforce the Plan and the documents and agreements filed and/or executed in connection with the Plan, including the Trust Agreements, issue such orders as may be necessary for the implementation, execution and consummation of the Plan, and to ensure conformity with the terms and conditions of the Plan, such documents and agreements and other orders of the Bankruptcy Court, notwithstanding any otherwise applicable non-bankruptcy law;

(c) To determine any and all applications for allowance of Compensation Claims, and to determine any other request for payment of Administrative Claims;

(d) To determine all matters that may be pending before the Bankruptcy Court on or before the Effective Date;

(e) To resolve any dispute regarding the implementation or interpretation of the Plan, the Trust Agreements or any related agreement or document that arises at any time before the Chapter 11 Cases are closed (or if the Chapter 11 Cases are reopened), including the determination, to the extent a dispute arises, of the entities entitled to a distribution within any particular Class of Claims;

(f) To determine all applications, adversary proceedings, contested matters and other litigated matters, that were brought or that could have been brought in the Bankruptcy Court on or before the Effective Date over which this Bankruptcy Court otherwise has jurisdiction;

(g) To determine matters concerning local, state and federal taxes in accordance with Bankruptcy Code sections 346, 505 and 1146, and to determine any tax claims that may arise against the Trustees as a result of the transactions contemplated by the Plan;

(h) To modify the Plan pursuant to Bankruptcy Code section 1127 or to remedy any apparent nonmaterial defect or omission in the Plan, or to reconcile any nonmaterial inconsistency in the Plan so as to carry out its intent and purposes; and

(i) To hear any other matter not inconsistent with the Bankruptcy Code.

10.2 Terms Binding. Upon the occurrence of the Effective Date, all provisions of the Plan, including all agreements, instruments and other documents filed in connection with the Plan and executed by the Debtors or the Liquidating Trustee, as applicable, in connection with the Plan, shall be binding upon the Debtors, the Liquidating Trustee, all holders of Claims and Equity Interests and all other Persons and Entities that are affected in any manner by the Plan. All agreements, instruments and other documents filed in connection with the Plan shall have full force and effect, and shall bind all parties thereto, subject to the occurrence of the Effective Date, upon the entry of the Confirmation Order, whether or not such exhibits actually shall be executed by parties other than the Debtors or the Liquidating Trustee, or shall be issued, delivered or recorded on the Effective Date or thereafter. The rights, benefits and obligations of any entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such entity.

10.3 Severability. If, before Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, 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 shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors, the Liquidating Trustee, and the Plan Contributor, which consent shall not be unreasonably withheld; and (c) non-severable and mutually dependent.

10.4 **Computation of Time.** In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006 will apply.

10.5 **Confirmation Order and Plan Control.** Except as otherwise provided in the Plan, in the event of any inconsistency between the Plan and the Disclosure Statement, any exhibit to the Plan or any other instrument or document created or executed pursuant to the Plan, the Plan shall control. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control.

10.6 **Incorporation by Reference.** The Plan Supplement is incorporated herein by reference.

10.7 **Modifications to the Plan.** Subject to the reasonable consent of the Committee and the Plan Contributor, the Debtors may amend or modify the Plan, the Plan Supplement, and any schedule or supplement hereto, at any time prior to the Effective Date in accordance with the Bankruptcy Code, Bankruptcy Rules or any applicable court order. Subject to certain restrictions and requirements set forth in Bankruptcy Code section 1127 and Bankruptcy Rule 3019, the Debtors, subject to the reasonable consent of the Committee and the Plan Contributor, expressly reserve their rights to alter, amend or modify materially the Plan with respect to the Debtors, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. A holder of a Claim or Equity Interest that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified or supplemented, if the proposed alteration, amendment, modification or supplement does not materially and adversely change the treatment of the Claim or Equity Interest of such holder.

10.8 **Revocation, Withdrawal or Non-Consummation.** The Debtors reserve the right to revoke or withdraw the Plan at any time prior to the Effective Date. If the Debtors revoke or withdraw the Plan prior to the Effective Date, or if the Confirmation Date or the Effective Date does not occur, then the Plan (including the fixing or limiting to an amount certain any Claim or Class of Claims), and any document or agreement executed pursuant to the Plan, shall be null and void; provided, however, that all orders of the Bankruptcy Court and all documents executed pursuant thereto, except the Confirmation Order, shall remain in full force and effect. In such event, nothing contained herein, and no acts taken in preparation for consummation of the Plan, shall be deemed to constitute a waiver or release of any Claims by or against any of the Debtors or any other Person or Entity, to prejudice in any manner the rights of any of the Debtors or any Person or Entity in any further proceedings or to constitute an admission of any sort by any of the Debtors or any other Person or Entity.

10.9 **Courts of Competent Jurisdiction.** If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of the Plan or in the Chapter 11 Cases, such abstention, refusal or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the

exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

10.10 **Payment of Statutory Fees.** All fees payable pursuant to section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on the Effective Date, and as appropriate, thereafter.

10.11 **Notice.** All notices, requests and demands to or upon the parties listed below, 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:

TO THE DEBTORS:

ECOtality, Inc.
P.O. Box 20336
Phoenix, AZ 85036-0336
Attention: Susie Herrmann

With a copy to:

Akin Gump Strauss Hauer & Feld LLP
2029 Century Park East, Suite 2400
Los Angeles, California 90067
Telephone: (310) 229-1000
Facsimile: (310) 229-1001
Attention: David P. Simonds
Arun Kurichety

- and -

Parker Schwartz, PLLC
7310 N. 16th Street, Suite 330
Phoenix, Arizona 85020
Telephone: (602) 282-0476
Facsimile: (602) 282-0478
Attention: Jared Parker

TO THE LIQUIDATING TRUST:

Dickinson Wright PLLC
1850 North Central Avenue, Suite 1400
Phoenix, Arizona 85004
Telephone: (602) 285-5040
Attention: Carolyn J. Johnsen

TO THE PLAN CONTRIBUTOR:

Car Charging Group, Inc.
1691 Michigan Ave., Ste. 601
Miami Beach, Florida 33139
Telephone: (305) 521-0200
Attention: Amy K. Maliza

With a copy to:

Schafer and Weiner, PLLC
40950 Woodward Ave., Ste. 100
Bloomfield Hills, Michigan 48304
Telephone: (248) 540-3340
Attention: Michael E. Baum

10.12 **Reservation of Rights.** The filing of the Plan, the Disclosure Statement, any statement or provision contained in the Plan, or the taking of any action by the Debtors or the Liquidating Trustee, as applicable, with respect to the Plan, shall not be deemed to be an admission or waiver of any rights of the Debtors or the Liquidating Trustee, as applicable, with respect to any holders of Claims against or Equity Interests in the Debtors.

10.13 **No Waiver.** Neither the failure of a Debtor to list a Claim or Equity Interest in the Debtors' Schedules, the failure of a Debtor to object to any Claim, Administrative Claim or Equity Interest for purposes of voting, the failure of the Debtors to object to a Claim, Administrative Claim or Equity Interest prior to the Confirmation Date or the Effective Date, nor the failure of the Debtors, the Liquidating Trustee or the Plan Contributor, as applicable, to assert a Retained Cause of Action prior to the Confirmation Date or the Effective Date shall, in the absence of a legally-effective express waiver or release executed by the Debtors, the Liquidating Trustee or the Plan Contributor, as applicable, with the approval of the Bankruptcy Court, if required, and with any other consents or approvals required under the Plan, be deemed a waiver or release of the right of the Debtors, the Liquidating Trustee or the Plan Contributor, as applicable, or their respective successors, either before or after solicitation of votes on the Plan, the Confirmation Date or the Effective Date, to (a) object to or examine such Claim, Administrative Claim or Equity Interest, in whole or in part, or (b) retain or either assign or exclusively assert, pursue, prosecute, utilize, or otherwise act or enforce any Retained Cause of Action against the holder of such Claim, Administrative Claim or Equity Interest.

Dated: December 23, 2014

ECOtality, Inc.
Electric Transportation Engineering Corporation
ECOtality Stores, Inc.
ETEC North, LLC
The Clarity Group, Inc.
G.H.V. Refrigeration, Inc.

By: /s/ Susie Herrmann
Name: Susie Herrmann
Title: Chief Financial Officer

Exhibit A

Non-Exclusive List of Causes of Action

NON-EXCLUSIVE LIST OF CAUSES OF ACTION

The Plan preserves all causes of action, whether or not such Causes of Action were Excluded Assets, and whether or not any Cause of Action was otherwise waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order.¹ The below is a non-exclusive list of (i) Causes of Action and (ii) Retained Causes of Action, to which the Debtors and their Estates expressly reserve all rights to retain and prosecute, as the case may be, in accordance with Bankruptcy Code section 1123(b). The Debtors shall have, prior to the Effective Date, and the Liquidating Trustee shall have, or, with respect to Causes of Action that are not Retained Causes of Action, such party that obtained rights to such Cause of Action under an APA, on or after the Effective Date, sole authority and responsibility for investigating, analyzing, commencing, prosecuting, litigating, compromising, collecting and otherwise administering (or decline to do any of the foregoing) any or all of the Retained Causes of Action of Causes of Action, as the case may be, pursuant to the terms of the Plan, the Liquidating Trust Agreement, or such other applicable document.

For the avoidance of doubt, unless expressly released pursuant to the Plan or a Final Order, Causes of Action not listed on the attached list are not released, and the Estates, the Liquidating Trustee, or Buyer (only to the extent Causes of Action were transferred from the Debtors to the applicable Buyer under the respective APA), as applicable, expressly retain all Causes of Action of any kind whatsoever against all Persons and Entities as listed in the Debtors' Schedules, including, without limitation, the categories of Causes of Action set forth below. Failure to attribute any specific Cause of Action to a particular Person or Entity on the Debtors' Schedules shall not under any circumstance be interpreted to mean that such cause of action is not retained against such entity. All possible Causes of Action, including those not listed below, are retained against all Persons and Entities not expressly released pursuant to the Plan or a Final Order. In the event of any apparent inconsistency between the releases of Persons or Entities in their capacities as such pursuant to the Plan or a Bankruptcy Court order and the attached list, such releases granted pursuant to the Plan or a Final Order shall govern.

No preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to any or all of the Retained Causes of Action upon, after, or as a consequence of Confirmation or the occurrence of the Effective Date.

Section 1.16 of the Plan further defines Causes of Action to mean:

“any and all present or future claims, rights, legal and equitable defenses, offsets, recoupments, actions in law or equity or otherwise, choses in action, obligation, guaranty, controversy, demand, action

¹ All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the *Debtors' Amended Joint Chapter 11 Plan of Reorganization (With Technical Modifications)*, dated as of December 23, 2014 (the “Plan”).

suits, damages, judgments, third-party claims, counter-claims, cross-claims against any Person or Entity, whether known or unknown, liquidated or unliquidated, foreseen or unforeseen, existing or hereafter arising, whether based on legal or equitable relief, whether arising under the Bankruptcy Code or federal, state, common, or other law or equity, whether or not the subject of a pending litigation or proceedings on the Effective Date or thereafter, including without limitation, all other actions described in the Plan, including Section 9.6 of the Plan.

Notwithstanding and without limiting the generality of Section 9.6 of the Plan, the Debtors have identified below certain specific Causes of Action, including, without limitation, the following:

- a. Claims disclosed in the APAs
- b. Claims related to contracts and leases;
- c. Claims related to pending and possible litigation;
- d. Claims related to accounts receivable and accounts payable;
- e. Claims related to warranty/manufacturing defects of chargers which overheated;
- f. Claims related to the DOE;
- g. Claims related to any Avoidance Actions;
- h. Litigation relating to objections of any Creditor claims;
- i. Objections, disputes or claims arising from any pending tax or other audits; and
- j. Claims against any landlord, insurance company or any other entity holding a deposit or advance payment that has not been returned.

A. Claims Disclosed in the APAs

Causes of Action transferred from the Debtors to the applicable Buyer under their respective APAs.

B. Claims Related to Contracts and Leases

Unless otherwise released by the Plan, all Causes of Action are hereby reserved, which such Causes of Action are based in whole, or in part, upon any and all contracts and leases to which any Debtor is a party, or pursuant to which any Debtor has any rights whatsoever, regardless of whether such contract or lease is specifically identified herein. The claims and Causes of Action reserved include those against vendors, suppliers of goods and services, financial institutions or any other parties for: (i) for overpayments, duplicate

payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment or setoff; (ii) for breach of contract, wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (iii) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors; (iv) for payments, back charges, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, service provider, lessor or other party; (v) for any liens, including mechanic's, artisan's, materialmen's, possessory or statutory liens held by any one or more of the Debtors; (vi) arising out of environmental or contaminant exposure matters against owners, landlords, lessors, lessees, environmental consultants or contractors, environmental or other governmental agencies or suppliers of environmental services or goods, including any solid or hazardous waste haulers, transporters or arrangers; (vii) counterclaims and defenses related to any contractual obligations; (viii) any turnover actions arising under Bankruptcy Code sections 542 or 543; (ix) for unfair competition, interference with contract or potential business advantage, infringement of intellectual property or any tort claims; and (x) for any claims against the Debtors' insurance carriers, including for payments or other amounts owed by such insurance carrier.

C. Claims, Defenses, Cross-Claims and Counter-Claims Related to Litigation and Possible Litigation

The Debtors are party to, or believe they may become party to litigation, arbitration or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. Unless otherwise released by the Plan, all Causes of Action against or related to all Persons or Entities that are party to or that may in the future become party to litigation, arbitration or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, are hereby reserved.

D. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan, all Causes of Action against or related to all Persons and Entities that owe or that may in the future owe money to the Debtors, regardless of whether such entity is explicitly identified herein, the Debtors' Schedules, including Schedule B-16 for each Debtor, or any Plan Supplement, and any amendments thereto, are hereby reserved. Furthermore, the Debtors expressly reserve all Causes of Action and defenses or counterclaims against or related to all Persons and Entities that assert or may assert that the Debtors owe money to them. Certain claims against Persons or Estates arising from accounts receivables of Electric Transportation Engineering Corporation (d/b/a ECOTality North America), as identified on **Exhibit 1** attached hereto, as may be amended or supplemented, are hereby reserved.

E. Claim Against United States of America and the DOE

Unless otherwise released by the Plan, all Causes of Action against the United States of America and the DOE are hereby reserved.

F. Claims Related to Avoidance Actions

Unless otherwise released by the Plan, all Causes of Action against any Person or Entity arising under or related to any and all actions that are filed or that may be filed pursuant to Bankruptcy Code sections 544, 545, 547, 548, 550 or 551, or applicable non-bankruptcy law that may be incorporated or brought under the foregoing Bankruptcy Code sections, or (b) any other similar actions or proceedings filed to recover property for or on behalf of the Estates, in each case, which may have or will be brought in the Debtors' bankruptcy proceedings, regardless of whether such Person or Entity is explicitly identified herein, the Plan, the Debtors' Schedules, including Statement of Financial Affairs 3(b), or any Plan Supplement, and any amendments thereto, are hereby reserved.

G. Litigation Relating to Objections of Creditor Claims

Unless otherwise released by the Plan, all Causes of Action against any Person or Entity arising out of or related to claims in the Chapter 11 Cases, whether scheduled by the Debtors, even if not listed as disputed, unliquidated or contingent, or arising under a Proof of Claim filed in Chapter 11 Cases, as well as the continuing right to object to any such claim, including specifically any claims of Cloud Utility Pty, Ltd, Brisbane Queensland, Australia, are hereby reserved.

H. Objections, Disputes or Claims Arising From Any Pending Tax or Other Audits

Unless otherwise released by the Plan, all Causes of Action against any Person or Entity arising out of or related to claims that result from any pending or disputed imposition of taxes, penalties or other charge, as well as the right to object or dispute such a charge under available administrative procedures or to seek relief from such charges as may be appropriate under Bankruptcy Code section 505, including specifically the sales tax audit conducted by the State of California and personal property tax claims under consideration in several jurisdictions, are hereby reserved.

I. Claims Against Landlords, Insurance Companies or Any Other Person or Entity Holding a Deposit or Advance Payment That Has Not Been Returned

Unless otherwise released by the Plan, all Causes of Action against any Person or Entity arising out of or related to funds paid to a landlord, insurance company or to any other Person or Entity as a deposit or advance payment, which has not been returned to the Debtors, are hereby reserved.

J. Claims Against the Debtors' Current and Former Officers and/or Directors

The releases contained in the Plan shall in no way release or discharge the current and former officers and directors, shareholders, affiliates, subsidiaries, principals, employees, agents, managers, trustees, partners, members, professionals, representatives,

advisors, attorneys, financial advisors, accountants, investment bankers and consultants from any claim related to their prepetition conduct with respect to the prepetition operations and affairs of the Debtors. Such claims include, without limitation, claims for deepening insolvency; breach of fiduciary duties; misrepresentation, negligence, and other misconduct; aiding and abetting such misconduct; and fraudulent conveyances and preference recoveries.

Exhibit 1

**Non-Exclusive List of Accounts Receivable of
Electric Transportation Engineering Corporation (d/b/a ECotality North America)**

**Non-Exclusive List of Accounts Receivable of
Electric Transportation Engineering Corporation (d/b/a ECOtality North America)**

[TO BE VERIFIED]

BUFFALO MATERIALS HANDLING
CARLTON-BATES COMPANY
EXIDE TECHNOLOGIES - JERSEY
GNB INDUSTRIAL POWER
GNB INDUSTRIAL POWER
FACTORY DIRECT
HOME DEPOT - ATLANTA
INDUSTRIAL POWER SOURCE
INTERSTATE POWERCARE
J.H. RYDER - MISSISSAUGA
J.H. RYDER - VILLE ST LAURENT
LITE SOLAR CORP
LUNDY INDUSTRIAL SALES LTD
PRONERGI SOLUCIONES, SA DE CV
SPECIALTY EQUIPMENT LLC
SPECIALTY VEHICLES
STANGCO INDUSTRIAL EQUIPMENT INC.
RYDER TLC - INDIANAPOLIS
WATTS EQUIPMENT COMPANY INC.
YALE CAROLINAS INC.

Annex 2

Revised Proposed Confirmation Order

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12 UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

13 In re:

14 ELECTRIC TRANSPORTATION
15 ENGINEERING CORPORATION (d/b/a
16 ECOTALITY NORTH AMERICA), *et al.*,¹

17 Debtors.

Case No. 2:13-BK-16126 (MCW)

Chapter 11

Jointly Administered

**REVISED PROPOSED FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER
(A) APPROVING THE DEBTORS'
DISCLOSURE STATEMENT ON A FINAL
BASIS AND (B) CONFIRMING THE
DEBTORS' JOINT CHAPTER 11 PLAN OF
REORGANIZATION**

Re: 692, 693, 753

21
22 This filing applies to:

23 ■ All Debtors
24
25

26 ¹ The Debtors in these jointly administered chapter 11 cases and the last four digits of their respective Employer
27 Identification Numbers are: (i) ECotality, Inc. (5422); (ii) Electric Transportation Engineering Corporation
28 (4755); (iii) ECotality Stores, Inc. (2643); (iv) ETEC North, LLC (n/a); (v) The Clarity Group, Inc. (8832); and
(vi) G.H.V. Refrigeration, Inc. (4512). The Debtors' service address is ECotality, Inc., P.O. Box 20336, Phoenix,
AZ 85036-0336.

☐ Specified Debtors

1 Electric Transportation Engineering Corporation (d/b/a ECOtality North America) and its
2 above-captioned affiliates, as debtors and debtors in possession in the above-captioned chapter 11
3 cases (collectively, the “**Debtors**”), having:¹

- 4 a. commenced, on September 16, 2013 (the “**Petition Date**”), the above-captioned
5 chapter 11 cases (the “**Chapter 11 Cases**”) by filing voluntary petitions for relief
6 under title 11 of the United States Code (the “**Bankruptcy Code**”) in the United
7 States Bankruptcy Court for the District of Arizona (the “**Court**”);
- 8 b. operated their businesses and managed their properties during the Chapter 11 Cases
9 as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108;
- 10 c. filed, on or around the Petition Date, the *Declaration of H. Ravi Brar in Support of*
11 *First Day Pleadings* [Docket No. 28] (the “**First Day Declaration**”);
- 12 d. jointly proposed and filed the (i) *Debtors’ Joint Chapter 11 Plan of Reorganization*,
13 dated October 31, 2014 [Docket No. 693] (as modified, amended or supplemented
14 from time to time, the “**Plan**”) and (ii) *Disclosure Statement for Debtors’ Joint*
15 *Chapter 11 Plan of Reorganization*, dated October 31, 2014 [Docket No. 692] (the
16 “**Disclosure Statement**”);
- 17 e. filed, on July 1, 2014, the *Debtors’ Motion for Entry of an Order (A) Granting*
18 *Conditional Approval of Adequacy of Disclosure Statement, (B) Approving*
19 *Solicitation Materials and Procedures, (C) Approving Plan Confirmation Schedule,*
20 *(D) Setting Consolidated Hearing on Final Approval of Disclosure Statement and*
21 *Confirmation of Debtors’ Joint Chapter 11 Plan of Liquidation and (E) Granting*
22 *Related Relief* [Docket No. 606] (as modified, the “**Solicitation Motion**”);
- 23 f. distributed, on November 4, 2014, the Disclosure Statement and appropriate
24 Solicitation Packages, including those Ballots for those holders of Claims in Class 3
25 (General Unsecured Claims) entitled to vote on the Plan (the “**Voting Class**”), in
26 accordance with the terms of the Bankruptcy Code, the Federal Rules of
27 Bankruptcy Procedure (the “**Bankruptcy Rules**”) and the Local Rules of
28 Bankruptcy Procedure for the District of Arizona (the “**Local Rules**”) and as
approved on a conditional basis by order of this Court on October 31, 2014
[Docket No. 701] (the “**Disclosure Statement Order**”) and as evidenced by the
Affidavit of Service of Andres A. Estrada re: Solicitation Packages and Final
Disclosure Statement and Confirmation Hearing Notice [Docket Nos. 707, 715] (as
may be amended or supplemented, the “**Solicitation Affidavit**”) and *Supplemental*
Affidavits of Service of Stephanie Delgado re: Solicitation Packages and Final
Disclosure Statement and Confirmation Hearing Notice [Docket Nos. 709, 716,

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan, Disclosure Statement or Solicitation Motion (each, as defined below), as applicable. The rules of interpretation set forth in Article I.A of the Plan shall apply to this Confirmation Order.

720 and 744] (which supplemental affidavits are including in the definition of “Solicitation Affidavit”);

- g. served, on November 4, 2014, the (i) Final Disclosure Statement and Confirmation Hearing Notice, (ii) Deemed to Accept Notice and (iii) Deemed to Reject Notice, as applicable, on holders of Claims against and Equity Interests in the Debtors and other parties in interest in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the Disclosure Statement Order, as evidenced by the Solicitation Affidavit;
- h. published, on November 7, 2014, the Final Disclosure Statement and Confirmation Hearing Notice (in a format modified for publication) in the national edition of *The New York Times*, consistent with the terms of the Disclosure Statement Order and as evidenced by the *Certification of Publication of Notice of Hearing on (A) Final Approval of Disclosure Statement and (B) Confirmation of Debtors’ Joint Chapter 11 Plan of Reorganization in the New York Times* [Docket No. 708] (together with the Solicitation Affidavit, the “**Notice Affidavits**”);
- i. set the Voting Deadline as December 5, 2014 at 5:00 p.m. (Arizona Time), as evidenced by the *Certification of Andres A. Estrada with respect to the Tabulation of Votes on the Debtors’ Joint Chapter 11 Plan of Reorganization* [Docket No. 746] (the “**Voting Report**”), which details the results of the Plan voting process;
- j. filed, on November 28, 2014, the *Notice of Filing of Plan Supplement to Debtors’ Joint Chapter 11 Plan of Reorganization* [Docket No. 711] (the “**Plan Supplement**”) as evidenced by the *Affidavit of Service of Darlene Calderon re: Notice of Filing of Plan Supplement to Debtors Joint Chapter 11 Plan of Reorganization* [Docket No. 718];
- k. filed, on December 5, 2014, the *Notice of Filing of First Supplement to the Plan Supplement to Debtors’ Joint Chapter 11 Plan of Reorganization* [Docket No. 723] (which is included in the definition of “Plan Supplement”) as evidenced by the *Affidavit of Service of Darlene Calderon re: Notice of Filing of First Supplement to Plan Supplement to Debtors’ Joint Chapter 11 Plan of Reorganization* [Docket No. 742];
- l. filed, on December 19, 2014, the *Notice of Filing of (1) Certain Revised Documents to the Plan Supplement and to the First Supplement to the Plan Supplement and (2) Second Supplement to the Plan Supplement to Debtors’ Joint Chapter 11 Plan of Reorganization* [Docket No. 763] (which is included in the definition of “Plan Supplement”), as evidenced by the *Affidavit of Service* [Docket No. 764];
- m. filed, on December 11, 2014, the *Declaration of Susie Herrmann in Support of Debtors’ Memorandum of Law in Support of Entry of an Order (A) Approving the Debtors’ Disclosure Statement on a Final Basis and (B) Confirming the Debtors’ Joint Chapter 11 Plan of Reorganization* [Docket No. 747] (the “**Herrmann Declaration**”);

- 1 n. filed, on December 12, 2014, the *Declaration of Michael D. Farkas* [Docket
2 No. 750] (the “**Farkas Declaration**”);
- 3 o. filed, on December 12, 2014, the Declaration of Jack Zwick [Docket No. 751]
4 (the “**Zwick Declaration**”);
- 5 p. filed, on December 12, 2014, the *Declaration of Lawrence P. Gelfond* [Docket
6 No. 752] (the “**Gelfond Declaration**”);
- 7 q. filed, on December 12, 2014, the Report as defined in and attached to the Gelfond
8 Declaration as Exhibit 1;
- 9 r. filed, as Annex 1 to the *Notice of Filing of Proposed Findings of Fact, Conclusions*
10 *of Law and Order (A) Approving the Debtors’ Disclosure Statement on a Final*
11 *Basis and (B) Confirming the Debtors’ Joint Chapter 11 Plan of Reorganization*
12 *Prepackaged Chapter 11 Plan of Reorganization*, on December 12, 2014 [Docket
13 No. 753], a proposed draft of these *Findings of Fact, Conclusions of Law and*
14 *Order (A) Approving the Debtors’ Disclosure Statement on a Final Basis and*
15 *(B) Confirming the Debtors’ Joint Chapter 11 Plan of Reorganization* (together
with all the exhibits hereto, the “**Proposed Confirmation Order**”);
- s. filed, on December 11, 2014, the *Debtors’ Memorandum of Law in Support of*
Entry of an Order (A) Approving the Debtors’ Disclosure Statement on a Final
Basis and (B) Confirming the Debtors’ Joint Chapter 11 Plan of Reorganization
[Docket No. 748] (the “**Confirmation Brief**”); and

16 The Court having:

- 17 a. entered, on October 31, 2014, the Disclosure Statement Order;
- 18 b. set December 5, 2014 at 5:00 p.m. (Arizona Time), as the date and time by which
19 any votes on the Plan shall be due (the “**Voting Deadline**”), as set forth in the
20 Disclosure Statement Order;
- 21 c. set December 5, 2014 at 5:00 p.m. (Arizona Time), as the date and time by which
22 any objections to final approval of the Disclosure Statement and/or Confirmation of
the Plan shall be due (the “**Final Disclosure Statement and Plan Objection**
23 **Deadline**”), as set forth in the Disclosure Statement Order;
- 24 d. set December 15, 2014 at 1:30 p.m. (Arizona Time), as the date and time for the
25 commencement of a hearing to consider final approval of the Disclosure Statement
and confirmation of the Plan, as set forth in the Disclosure Statement Order, and as
26 continued and held on December 18, 2014 at 3:00 p.m. (Arizona Time) (the “**Final**
Disclosure Statement and Confirmation Hearing”);
- 27 e. reviewed the Plan, the Disclosure Statement, the Plan Supplement, the Confirmation
28 Brief, the Voting Report, the Final Disclosure Statement and Confirmation Hearing
Notice, the First Day Declaration, the Herrmann Declaration, the Farkas

1 Declaration, the Gelfond Declaration, the Report as defined in and attached to the
2 Gelfond Declaration as Exhibit 1, the Zwick Declaration, the Notice Affidavits, the
3 Ballot and all filed pleadings, exhibits, statements and comments regarding approval
4 of the Disclosure Statement and Confirmation;

5 f. admitted into evidence the Voting Report, the Herrmann Declaration, the Farkas
6 Declaration, the Gelfond Declaration, the Report as defined in and attached to the
7 Gelfond Declaration as Exhibit 1, and the Zwick Declaration, and qualified Mr.
8 Gelfond as an expert witness, at the Final Disclosure Statement and Confirmation
9 Hearing;

10 g. reviewed and considered the (i) *United States Trustee's Objection to Confirmation*
11 *of Debtors' Joint Plan of Reorganization* [Docket No. 722], (ii) *Objection of BMO*
12 *Harris Bank, N.A. to the Debtors' Joint Chapter 11 Plan Of Reorganization*
13 *[Docket No. 721]*, (iii) *Global LearnNet Ltd. and Valley 2010 Investment, LLC's*
14 *Objection to Debtors' Disclosure Statement and Confirmation of Debtors' Joint*
15 *Chapter 11 Plan of Reorganization* [Docket No. 475] and (iv) any other objections,
16 statements and reservations of rights having been presented before the Court
17 regarding approval of the Disclosure Statement and Confirmation;

18 h. held the Final Disclosure Statement and Confirmation Hearing, after due and
19 sufficient notice was given to holders of Claims against, and Equity Interests in, the
20 Debtors and other parties in interest in accordance with the Disclosure Statement
21 Order, the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, in each
22 case as established by the Notice Affidavits;

23 i. heard statements and arguments made by counsel in respect of approval of the
24 Disclosure Statement and Confirmation;

25 j. considered all oral representations, testimony, documents, filings and other evidence
26 regarding approval of the Disclosure Statement and Confirmation;

27 k. ruled on any and all objections to the Plan, the Disclosure Statement and the
28 Confirmation Order and all statements and reservations of rights not consensually
resolved or withdrawn, unless otherwise indicated; and

l. taken judicial notice of all pleadings and other documents filed, all orders entered,
and all evidence and arguments presented in the Chapter 11 Cases.

29 **NOW, THEREFORE,** it appearing to the Court that notice of the Final Disclosure
30 Statement and Confirmation Hearing and the opportunity for any party in interest to object to
31 approval of the Disclosure Statement and Confirmation of the Plan have been adequate and
32 appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated
33

1 thereby, and the legal and factual bases set forth in the documents filed in support of approval of the
2 Disclosure Statement and Confirmation and other evidence presented at the Final Disclosure
3 Statement and Confirmation Hearing establish just cause for the relief granted herein; and after due
4 deliberation thereon and good cause appearing therefor, the Court makes and issues the following
5 findings of fact and conclusions of law:
6

7 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

8 IT IS HEREBY DETERMINED, FOUND, ADJUDGED, DECREED AND ORDERED THAT:

9 **A. Findings and Conclusions**

10 1. The findings and conclusions set forth herein and in the record of the Final Disclosure
11 Statement and Confirmation Hearing, including the Herrmann Declaration, the Farkas Declaration,
12 the Gelfond Declaration, the Report as defined in and attached to the Gelfond Declaration as Exhibit
13 1, and the Zwick Declaration, constitute the Court's findings of fact and conclusions of law under
14 Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules
15 7052 and 9014. To the extent any of the following conclusions of law shall be determined to be a
16 finding of fact, it shall be so deemed, or any of the following findings of fact shall be determined to
17 be a conclusion of law, it shall be so deemed.
18

19 **B. Jurisdiction, Venue and Core Proceeding**

20 2. This Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157
21 and 1334. This Court has exclusive jurisdiction to determine whether the Disclosure Statement and
22 the Plan comply with the applicable provisions of the Bankruptcy Code and should be approved and
23 confirmed, respectively. Venue is proper in this District and before this Court pursuant to 28 U.S.C.
24 §§ 1408 and 1409. Approval of the Disclosure Statement, including the associated solicitation
25 procedures, and Confirmation of the Plan are core proceedings within the meaning of 28 U.S.C.
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1 § 157(b)(2). The Debtors are proper plan proponents under section 1121(a) of the Bankruptcy
2 Code.

3 **C. Eligibility for Relief**

4 3. The Debtors were and are entities eligible for relief under Bankruptcy Code section
5 109.

6 **D. Commencement and Joint Administration of the Chapter 11 Cases**

7 4. On the Petition Date, each of the Debtors commenced a voluntary case under chapter
8 11 of the Bankruptcy Code. In accordance with the *Order Authorizing Joint Administration of*
9 *Related Chapter 11 Cases* [Docket No. 27], the Chapter 11 Cases have been consolidated for
10 procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015.
11 Since the Petition Date, the Debtors have operated their businesses and managed their properties as
12 debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No trustee or
13 examiner has been appointed in the Chapter 11 Cases.
14

15 **E. Objections**

16 5. Any resolutions of objections to Confirmation explained on the record at the Final
17 Disclosure Statement and Confirmation Hearing are hereby incorporated by reference. Any and all
18 unresolved objections, statements, informal objections, and reservations of rights, if any, related to
19 the Plan, the Disclosure Statement or Confirmation are either resolved or overruled on the merits by
20 this Confirmation Order.
21

22 **F. Burden of Proof—Confirmation of the Plan**

23 6. The Debtors, as proponents of the Plan, have met their burden of proving the
24 applicable elements of Bankruptcy Code section 1129(a) by a preponderance of the evidence, which
25 is the applicable evidentiary standard for Confirmation.
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1 **G. Notice**

2 7. Due, adequate and sufficient notice of (a) the Plan and the Plan Supplement, (b) the
3 Disclosure Statement, (c) the Final Disclosure Statement and Confirmation Hearing, (d) the Voting
4 Deadline, (e) the Final Disclosure Statement and Plan Objection Deadline, (f) the Disclosure
5 Statement Order, (g) the Ballot (to the Voting Class), (h) the Deemed to Reject Notice (as
6 applicable), (i) the Deemed to Accept Notice (as applicable) and (j) the Voting and Tabulation
7 Procedures, has been provided to: (i) the U.S. Trustee; (ii) counsel to the Committee; (iii) the
8 United States Department of Energy; (iv) the United States Department of Labor; (v) the Securities
9 and Exchange Commission; (vi) the Internal Revenue Service; (vii) the United States Attorney's
10 Office for the District of Arizona; (viii) any party that has requested notice pursuant to Bankruptcy
11 Rule 2002; and (ix) all holders of Claims against, and Equity Interests in, the Debtors. Such notice
12 was adequate and sufficient pursuant to Bankruptcy Code section 1128, Bankruptcy Rules 2002(b),
13 3017 and 3020, the Disclosure Statement Order and all other applicable law, rules and orders of this
14 Court, and no other or further notice is or shall be required.
15

16 **H. Adequacy of Disclosure Statement**

17 8. The Disclosure Statement contains "adequate information" (as such term is defined in
18 Bankruptcy Code section 1125(a)) with respect to the Debtors, the Plan and the transactions
19 contemplated therein and complied with any additional requirements of the Bankruptcy Code and the
20 Bankruptcy Rules and is hereby approved in all respects. Specifically, the Disclosure Statement
21 includes, among other information: (a) the features, terms and provisions of the Plan; (b) significant
22 events preceding the Chapter 11 Cases; (c) the Debtors' prepetition operations and businesses;
23 (d) the Debtors' prepetition capital structure; (e) significant events in the Chapter 11 Cases; (f) a
24 detailed description of the methodology of funding the Plan and making distributions to creditors,
25 including the creation and management of the Liquidating Trust and the Stock Trust; (g) a
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1 description of the nature and extent of likely claims against the Debtors' estates; (h) risk factors
2 affecting the Plan; (i) an analysis setting forth the estimated return that creditors will receive under
3 the Plan; and (j) federal tax consequences of the Plan. The Disclosure Statement also complies with
4 the requirements of Bankruptcy Rule 3016(c) by sufficiently describing in specific and conspicuous
5 bold language the provisions of the Plan that provide for releases and sufficiently identifying the
6 persons and entities that are subject to those releases. The filing of the Disclosure Statement with
7 the clerk of the Court, or its duly appointed agent, satisfied Bankruptcy Rule 3016(b).

9 **I. Solicitation**

10 9. As described in the Voting Report and the Notice Affidavits, as applicable, Ballots to
11 vote to accept or reject the Plan were transmitted and served upon members of the Voting Class
12 (Class 3 – General Unsecured Claims, which included holders of General Unsecured Claims as of the
13 Voting Record Date) on November 4, 2014, in compliance with the Bankruptcy Code, including
14 sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018,
15 the Local Rules, the Disclosure Statement Order and any applicable non-bankruptcy law, rule or
16 regulation. Transmission and service of the Solicitation Packages, including the Ballots and the Final
17 Disclosure Statement and Confirmation and Hearing Notice, were timely, adequate and sufficient.
18 No further notice is required. As evidenced by the mailing of the Solicitation Packages on
19 November 4, 2014 and the Voting Deadline on December 5, 2014, the thirty-one (31) calendar days
20 during which the Debtors solicited acceptances or rejections to the Plan was a reasonable and
21 sufficient period of time for holders of Claims in the Voting Class to make an informed decision to
22 accept or reject the Plan.

23 10. Under Bankruptcy Code section 1126(f) and as approved by the Disclosure Statement
24 Order, the Debtors were not required to solicit votes from holders of Claims in Classes 1, 2 and 4
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1 because such holders are deemed to accept the Plan. In addition, under Bankruptcy Code section
2 1126(g) and as approved by the Disclosure Statement Order, the Debtors were not required to solicit
3 votes from holders of Claims and Equity Interests in Classes 5 and 6 because such holders are
4 deemed to reject the Plan. In lieu of the Solicitation Package, the transmittal and service of a
5 Deemed to Reject Notice or a Deemed to Accept Notice on members of the Non-Voting Classes
6 (Classes 1, 2, 4, 5 and 6), as applicable, was appropriate and satisfactory in accordance with the
7 Disclosure Statement Order.
8

9 11. As described in and as evidenced by the Voting Report and the Notice Affidavits, the
10 transmittal and service of the Plan, the Plan Supplement, the Disclosure Statement, the Ballots, the
11 Final Disclosure Statement and Confirmation Hearing Notice, the Deemed to Reject Notice and the
12 Deemed to Accept Notice (as applicable) (all of the foregoing, the “*Solicitation*”) was timely,
13 adequate and sufficient. The Solicitation complied with the procedures set forth in the Solicitation
14 Motion and approved in the Disclosure Statement Order, was appropriate and satisfactory based
15 upon the circumstances of the Chapter 11 Cases, was conducted in good faith, and was in
16 compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and
17 any other applicable non-bankruptcy law, rule and regulation. The persons and entities involved in
18 the offer, issuance or purchase of securities under the Plan acted in good faith and in compliance
19 with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other
20 applicable non-bankruptcy law, rule and regulation. The Exculpated Parties, which include (a) the
21 Debtors, (b) each director, officer, financial advisor, restructuring advisor, attorney or any other
22 advisor employed by or serving the Debtors as of or after the Petition Date, (c) the Committee, (d)
23 counsel for the Committee, (e) each member of the Committee solely in its capacity as a member of
24 the Committee, (f) the Plan Contributor, (g) each director, officer, financial advisor, restructuring
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1 advisor, attorney or any other advisor employed by or serving the Plan Contributor as of or after the
2 Petition Date, (h) Blink Acquisition LLC, (i) each director, officer, financial advisor, restructuring
3 advisor, attorney or any other advisor employed by or serving Blink Acquisition LLC as of or after
4 the Petition Date, and (j) the respective predecessors, successors and assigns, and current and former
5 shareholders, affiliates, subsidiaries, parents, principals, employees, agents, officers, directors,
6 managers, trustees, partners, members, professionals, representatives, advisors, attorneys, financial
7 advisors, crisis managers, accountants, investment bankers and consultants of each of the Entities in
8 (a)-(i), are each entitled to the protection of Bankruptcy Code section 1125(e).

10 **J. Voting**

11 12. The Voting Report is hereby approved. As evidenced by the Voting Report, votes to
12 accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in compliance
13 with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Voting and Tabulation
14 Procedures as approved by the Disclosure Statement Order and any applicable non-bankruptcy law,
15 rule and regulation. All Classes identified as not impaired under the Plan are deemed to accept the
16 Plan, and all Classes identified as impaired under the Plan and not entitled to receive any distribution
17 are deemed to reject the Plan.

19 **K. Plan Supplement**

20 13. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan,
21 and the filing and notice of such documents is good and proper in accordance with the Bankruptcy
22 Code, the Bankruptcy Rules and the Local Rules and the Disclosure Statement Order, and no other
23 or further notice is required. All documents included in the Plan Supplement are integral to, part of,
24 and incorporated by reference into the Plan. Subject to the terms of the Plan (including Section 10.7
25 of the Plan), the Debtors reserve the right to amend or modify the Plan Supplement at any time prior
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to the Effective Date. The Core Notice Parties and holders of Claims and Equity Interests were provided due, adequate and sufficient notice of the Plan Supplement.

L. Compliance with Bankruptcy Code Requirements—Section 1129(a)(1)

14. As detailed below, the Plan complies with all applicable provisions of the Bankruptcy Code, thereby satisfying Bankruptcy Code section 1129(a)(1):

- a. **Proper Classification—Sections 1122 and 1123(a)(1).** The Plan satisfies the requirements of Bankruptcy Code sections 1122(a) and 1123(a)(1). In addition to Administrative Claims, Compensation Claims, substantial contribution compensation and expenses (as described in Section 2.3 of the Plan) and Priority Tax Claims, which need not be classified, Article II of the Plan provides for the separate classification of Claims and Equity Interests into six Classes of Claims and Equity Interests. Valid business, factual and legal reasons exist for the separate classification of such Classes of Claims and Equity Interests. The classifications reflect no improper purpose and do not unfairly discriminate between, or among, holders of Claims or Equity Interests. Each Class of Claims and Equity Interests contains only Claims or Interests that are substantially similar to the other Claims or Equity Interests within that Class.
- b. **Specified Classes That Are Not Impaired—Section 1123(a)(2).** The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(2). Article II.D of the Plan specifies that Claims and Equity Interests, as applicable, in the following Classes are not impaired under the Plan within the meaning of Bankruptcy Code section 1124:

Class	Designation
Class 1	Allowed Secured Claims
Class 2	Allowed Priority Non-Tax Claims
Class 4	Intercompany Claims

Additionally, Article II of the Plan specifies that Administrative Claims, Compensation Claims, substantial contribution compensation and expenses (as described in Section 2.3 of the Plan) and Priority Tax Claims will be paid in full in accordance with the terms of the Plan, although these Claims are not classified under the Plan.

- c. **Specified Treatment of Impaired Classes—Section 1123(a)(3).** The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(3). Article II.D of the Plan specifies the treatment of the following Classes of Claims and Equity Interests, as applicable, that are impaired under the Plan within the meaning of Bankruptcy Code section 1124:

Class	Designation
Class 3	Allowed General Unsecured Claims
Class 5	Section 510(b) Claims
Class 6	Equity Interests

Specifically, Section 2.8 of the Plan describes the treatment of Claims in Class 3 – Allowed General Unsecured Claims; Section 2.10 of the Plan specifies the treatment of Claims in Class 5 – Section 510(b) Claims; and Section 2.11 of the Plan specifies the treatment of Equity Interests in Class 6 – Equity Interests.

- d. **No Discrimination—Section 1123(a)(4).** The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(4). The Plan provides the same treatment by the Debtors for each Claim or Interest in each respective Class unless the holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest.
- e. **Adequate Means for Plan Implementation—Section 1123(a)(5).** The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(5). Article IV of the Plan and various other provisions in the Plan, the exhibits and attachments to the Plan, the Plan Supplement and the Disclosure Statement, provide, in detail, adequate and proper means for the Plan’s implementation, including regarding: (i) the creation of the Liquidating Trust and the Stock Trust; (ii) the appointment of the Liquidating Trustee and the Stock Trustee; (iii) the continued operation of Reorganized ECOTality and the appointment of the initial directors and officers thereof; (iv) the cancellation of all notes, instruments and outstanding Equity Interests and of any Lien securing any Claim (with the exception of certain Allowed Secured Claims, which may be reinstated pursuant to the Plan); (v) the issuance of the Reorganized Stock; and (vi) the execution of the Tax Sharing Agreement. Moreover, the Reorganized Debtors will have, immediately upon the Effective Date, sufficient Cash to make all payments required to be made on the Effective Date or as soon as reasonably practicable thereafter, pursuant to the terms of the Plan.
- f. **Non-Voting Equity Securities—Section 1123(a)(6).** Section 4.12 of the Plan provides that the New Corporate Governance Documents will be consistent with the provisions of the Plan, any agreements ancillary to the Plan and the Bankruptcy Code, including a prohibition on the issuance of non-voting equity securities to the extent required by Bankruptcy Code section 1123(a)(6). The Debtors are not issuing non-voting equity securities, thereby satisfying Bankruptcy Code section 1123(a)(6).
- g. **Directors and Officers—Section 1123(a)(7).** The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(7). Section 4.5 of the Plan and the Plan Supplement contain provisions regarding the identity and affiliations of the New Board on the Effective Date and the manner of selection of the Reorganized Debtors’ applicable board of managers or board of

1 directors, which provisions are consistent with the interests of all holders of
2 Claims and Equity Interests and public policy.

3 h. **Impairment / Unimpairment of Classes—Section 1123(b)(1).** The Plan is
4 consistent with Bankruptcy Code section 1123(b)(1). Under Article II of the
Plan each Class of Claims and Equity Interests is impaired or not impaired.

5 i. **Assumption and Cure of Defaults—Section 1123(b)(2).** The Plan is
6 consistent with Bankruptcy Code section 1123(b)(2). Article V of the Plan
7 provides for the rejection and repudiation of all executory contracts and
8 unexpired leases other than those executory contracts or unexpired leases that:
(i) previously were assumed or rejected by the Debtors; (ii) are otherwise
9 addressed in the Confirmation Order; (iii) are otherwise addressed in the Plan;
or (iv) are the subject of a pending motion to reject such executory contracts
10 or unexpired leases on the Effective Date, except as otherwise set forth in the
Plan or Plan Supplement.

11 j. **Settlement and Preservation of Claims and Causes of Action—Section**
12 **1123(b)(3).** The Plan is consistent with Bankruptcy Code section 1123(b)(3).
13 In accordance with Bankruptcy Code section 1123(b)(3)(A), Article VI of the
14 Plan appropriately provides that only the Liquidating Trustee and the
Liquidating Trust may prosecute objections to, and requests for estimation of,
15 any Claims, including any Claims scheduled by the Debtors in the Schedules,
and the Liquidating Trustee shall also have the authority to resolve all
16 respective Disputed Claims. In addition, in accordance with Bankruptcy Code
17 section 1123(b)(3)(B), Section 9.6 of the Plan appropriately provides that,
except as otherwise provided in the Plan, or in any document, instrument,
18 release or other agreement entered into in connection with the Plan, (a) prior to
the Effective Date, the Debtors shall have authority and responsibility for
19 investigating, analyzing, commencing, prosecuting, litigating, compromising,
collecting and otherwise administering (or decline to do any of the foregoing)
20 any or all of the Causes of Action (except to the extent a Cause of Action was
transferred from the Debtors to an applicable Buyer under the respective APA,
21 in which case the applicable Buyer has such authority), as identified in Exhibit
A to the Plan and incorporated herein by reference, and (b) on or after the
Effective Date, the Liquidating Trustee shall have authority and responsibility
22 for investigating, analyzing, commencing, prosecuting, litigating, compromising,
collecting and otherwise administering (or decline to do any of the foregoing)
23 any or all of the Causes of Action (except to the extent a Cause of Action was
transferred from the Debtors to an applicable Buyer under the respective APA,
24 in which case the applicable Buyer has such authority). The provisions
regarding the preservation of Causes of Action in the Plan are appropriate, fair,
25 equitable and reasonable, and are in the best interests of the Debtors, the
Estates and holders of Claims and Equity Interests.

26
27 k. **Additional Plan Provisions—Section 1123(b)(6).** The other discretionary
28 provisions of the Plan are appropriate and consistent with the applicable

provisions of the Bankruptcy Code, thereby satisfying section Bankruptcy Code 1123(b)(6).

1. **Bankruptcy Rule 3016(a).** The Plan is dated and identifies the Debtors as the proponents submitting it, thereby satisfying Bankruptcy Rule 3016(a).

M. Debtors' Compliance with the Bankruptcy Code—Section 1129(a)(2)

15. The Debtors also have satisfied the requirements of Bankruptcy Code section 1129(a)(2). Specifically, each Debtor is an eligible debtor under Bankruptcy Code section 109, and a proper proponent of the Plan under Bankruptcy Code section 1121(a). The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court, including Bankruptcy Code sections 1125 and 1126, the Bankruptcy Rules, the Local Rules, any applicable non-bankruptcy law, rule and regulation, the Disclosure Statement Order and all other applicable law, in transmitting the Solicitation Package, and related documents and notices, and in soliciting and tabulating the votes on the Plan.

N. Plan Proposed in Good Faith—Section 1129(a)(3)

16. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(3). The Debtors have proposed the Plan (including all documents necessary to effectuate the Plan) and the transactions contemplated in the Plan in good faith and not by any means forbidden by law. In so determining, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, the process leading to final approval of the Disclosure Statement, Confirmation of the Plan and the transactions to be implemented pursuant thereto. The Chapter 11 Cases were filed, and the Plan was proposed, with legitimate and honest purposes, including (a) a restructuring of the Debtors' debt obligations and (b) preservation of the going concern value of the Debtors' businesses and maximization of value to creditors. The Debtors' good faith is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement and the record of the Final

1 Disclosure Statement and Confirmation Hearing and other proceedings held in the Chapter 11 Cases.
2 The Plan (including all documents necessary to effectuate the Plan) was negotiated in good faith and
3 at arm's length among representatives of the Debtors, the Committee and the Plan Contributor and
4 each of their respective professionals and other representatives. Further, the Plan's classification,
5 indemnification, exculpation, release and injunction provisions, to the extent modified by this
6 Confirmation Order, have been negotiated in good faith and at arm's length, are consistent with
7 Bankruptcy Code sections 105, 1122, 1123(b)(6), 1123(b)(3)(A), 1129 and 1142 and are each
8 necessary for the Debtors' successful reorganization.
9

10 **O. Payment for Services or Costs and Expenses—Section 1129(a)(4)**

11 17. Any payment made or to be made by the Debtors or by a person issuing securities or
12 acquiring property under the Plan for services or for costs and expenses in connection with the
13 Chapter 11 Cases, or in connection with the Plan and incidental to the Chapter 11 Cases, has been
14 approved by, or is subject to the approval of, the Court as reasonable, thereby satisfying Bankruptcy
15 Code section 1129(a)(4).
16

17 **P. Directors, Officers and Insiders—Section 1129(a)(5)**

18 18. The Debtors have satisfied the requirements of Bankruptcy Code section 1129(a)(5).
19 **Exhibit F** of the Second Supplement to the Plan Supplement [Docket No. 763], in accordance with
20 Section 4.5 of the Plan, discloses the identity and affiliations of the individuals proposed to serve as
21 the New Board, and the identity and nature of any compensation for any insider who will be
22 employed or retained by the Reorganized Debtors. The proposed directors and officers for the
23 Reorganized Debtors are qualified, and the appointments to, or continuance in, such offices by the
24 proposed directors and officers is consistent with the interests of the holders of Claims and Equity
25 Interests and with public policy.
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1 **Q. No Rate Changes—Section 1129(a)(6)**

2 19. Bankruptcy Code section 1129(a)(6) is not applicable to the Chapter 11 Cases. The
3 Plan does not provide for any rate change that requires regulatory approval.

4 **R. Best Interest of Creditors—Section 1129(a)(7)**

5 20. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(7). Section
6 VI.C.5 of the Disclosure Statement, and the other evidence related thereto in support of the Plan
7 that was proffered and accepted at the Final Disclosure Statement and Confirmation Hearing
8 (including the Herrmann Declaration): (a) are reasonable, persuasive, credible and accurate as of the
9 dates such analysis or evidence was prepared, presented or proffered; (b) utilize reasonable,
10 customary and appropriate methodologies and assumptions; (c) have not been controverted by other
11 evidence; and (d) establish that each holder of an Impaired Claim or Equity Interest either has
12 accepted the Plan or will receive or retain under the Plan, on account of such Claim or Equity
13 Interest, property of a value, as of the Effective Date, that is not less than the amount such holder
14 would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on
15 such date.
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18 **S. Acceptance by Certain Classes—Section 1129(a)(8)**

19 21. The Plan does not satisfy the requirements of Bankruptcy Code section 1129(a)(8) but
20 is nevertheless confirmable because the Debtors have satisfied the requirements of Bankruptcy Code
21 sections 1129(a)(10) and 1129(b) to “cram down” the rejecting Classes, as set forth below.
22 Specifically, Classes 1, 2 and 4 are not impaired and thus deemed to accept the Plan. Class 3, which
23 is impaired, voted to accept the Plan by the requisite majorities. With respect to Classes 5 and 6,
24 which are both impaired and deemed to reject the Plan, the Debtors cannot satisfy section 1129(a)(8)
25 with respect to those Classes.
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1 **T. Treatment of Claims Entitled to Priority Under Bankruptcy Code Section**
2 **507(a)—Section 1129(a)(9)**

3 22. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(9). The
4 treatment of Administrative Claims, Compensation Claims, substantial contribution compensation and
5 expenses (as described in Section 2.3 of the Plan) and Priority Tax Claims under Article II of the
6 Plan satisfies the requirements of, and complies in all respects with, Bankruptcy Code section
7 1129(a)(9).

8 **U. Acceptance By At Least One Impaired Class—Section 1129(a)(10)**

9 23. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(10). As
10 evidenced by the Voting Report, the Voting Class voted to accept the Plan by the requisite numbers
11 and amounts of Claims, determined without including any acceptance of the Plan by any insider (as
12 that term is defined in Bankruptcy Code section 101(31)), specified under the Bankruptcy Code.

13 **V. Feasibility—Section 1129(a)(11)**

14 24. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(11). The
15 evidence supporting Confirmation of the Plan proffered, accepted and admitted into evidence by the
16 Court at, or prior to, or in a declaration filed in connection with, the Final Disclosure Statement and
17 Confirmation Hearing (including the Herrmann Declaration, the Farkas Declaration, the Gelfond
18 Declaration, the Report as defined in and attached to the Gelfond Declaration as Exhibit 1, and the
19 Zwick Declaration): (a) is reasonable, persuasive, credible and accurate as of the dates such analysis
20 or evidence was prepared, presented or proffered; (b) utilizes reasonable and appropriate
21 methodologies and assumptions; (c) has not been controverted by other evidence; (d) establishes that
22 the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the
23 need for further financial reorganization of the Reorganized Debtors or any successor to the
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Reorganized Debtors under the Plan, except as provided in the Plan; and (e) establishes that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan.

W. Payment of Fees—Section 1129(a)(12)

25. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(12). Section 10.10 of the Plan provides for the payment of all fees payable by the Debtors under 28 U.S.C. § 1930(a).

X. Non-Applicability of Certain Sections—Sections 1129(a)(13), (14), (15) and (16)

26. Bankruptcy Code sections 1129(a)(13), 1129(a)(14), 1129(a)(15) and 1129(a)(16) do not apply to the Chapter 11 Cases. The Debtors have no liability for retiree benefits or the payment of retiree benefits (as defined in Bankruptcy Code section 1114), do not owe any domestic support obligations, are not individuals and are not nonprofit corporations.

Y. Fair and Equitable Treatment; No Unfair Discrimination—Section 1129(b)

27. The Plan is fair and equitable and does not unfairly discriminate with respect to the treatment of Claims and Equity Interests and thus satisfies Bankruptcy Code section 1129(b) in all respects. Specifically, the Plan satisfies Bankruptcy Code section 1129(b)(2) because (a) the Plan provides for a full recovery for holders of Claims or Equity Interests in Classes 1, 2 and 4, as applicable, (b) holders of Claims in the Voting Class (Class 3) have consented to receive their respective treatment under the Plan and (c) no holder of a Claim or Equity Interest in a Class senior to those in Classes 5 and 6 is receiving more than 100% on account of its Claim or Equity Interest. In addition, the Plan's treatment of Claims and Equity Interests is proper, as similarly-situated creditors will receive substantially similar treatment irrespective of class, and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Equity Interests in each Class. Notwithstanding the Debtors' inability to satisfy Bankruptcy Code section 1129(a)(8), the Plan is still confirmable because it meets all the

1 applicable requirements of Bankruptcy Code section 1129(a) other than section 1129(a)(8), does not
2 discriminate unfairly and is fair and equitable with respect to each Class of Claims and Equity
3 Interests that is impaired and has not accepted the Plan.

4 **Z. Only One Plan—Section 1129(c)**

5 28. The Plan satisfies the requirements of Bankruptcy Code section 1129(c). The Plan is
6 the only chapter 11 plan that was filed and solicited in each of the Chapter 11 Cases.

7 **AA. Principal Purpose of the Plan—Section 1129(d)**

8 29. The principal purposes of the Plan are (a) the reorganization of the Debtors as a going
9 concern in their historic business of the design, outsourcing, private labeling, installation and
10 operation of electric vehicle charging units, (b) the maximization of the value of the Estates and
11 (c) the liquidation of certain assets by the Liquidating Trust, all of which are for the benefit of
12 creditors. No party in interest has requested that the Court deny Confirmation of the Plan on the
13 grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the
14 application of section 5 of the Securities Act of 1933 (as amended, and including the rules and
15 regulations promulgated thereunder, the “*Securities Act*”). In addition, the principal purpose of the
16 Plan is not such avoidance. The Plan thus satisfies the requirements of Bankruptcy Code section
17 1129(d).
18

19 **BB. Good Faith Solicitation—Section 1125(e)**

20 30. The Exculpated Parties, including (a) the Debtors, (b) each director, officer, financial
21 advisor, restructuring advisor, attorney or any other advisor employed by or serving the Debtors as
22 of or after the Petition Date, (c) the Committee, (d) counsel for the Committee, (e) each member of
23 the Committee solely in its capacity as a member of the Committee, (f) the Plan Contributor, (g)
24 each director, officer, financial advisor, restructuring advisor, attorney or any other advisor employed
25 by or serving the Plan Contributor as of or after the Petition Date, (h) Blink Acquisition LLC, (i)
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1 each director, officer, financial advisor, restructuring advisor, attorney or any other advisor employed
2 by or serving Blink Acquisition LLC as of or after the Petition Date, and (j) the respective
3 predecessors, successors and assigns, and current and former shareholders, affiliates, subsidiaries,
4 parents, principals, employees, agents, officers, directors, managers, trustees, partners, members,
5 professionals, representatives, advisors, attorneys, financial advisors, crisis managers, accountants,
6 investment bankers and consultants of each of the Entities in (a)-(i), as applicable, have acted in
7 “good faith” within the meaning of Bankruptcy Code section 1125(e) and in compliance with the
8 applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with any act taken
9 or omitted in connection with, or arising out of, the Chapter 11 Cases or the negotiation,
10 formulation, preparation, administration, consummation and/or implementation of the Plan, or any
11 contract, instrument, document, or other agreement entered into pursuant thereto through the
12 Effective Date, and are entitled to the protections afforded by Bankruptcy Code section 1125(e);
13 provided that the foregoing shall not affect the liability of any of any Person or Entity that otherwise
14 would result from any such act or omission to the extent such act or omission is determined by a
15 Final Order to have constituted actual fraud, willful misconduct or gross negligence.

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18 **CC. Satisfaction of Confirmation Requirements**

19 31. Based on the foregoing, the Plan satisfies the requirements for Confirmation set forth
20 in Bankruptcy Code section 1129.
21

22 **DD. Likelihood of Satisfaction of Conditions Precedent to the Effective Date**

23 32. Each of the conditions precedent to the Effective Date, as set forth in Section 8.1 of
24 the Plan, has been or is reasonably likely to be satisfied or waived in accordance with Section 8.2 of
25 the Plan.
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1 **EE. Implementation**

2 33. All documents necessary to implement the Plan, including those contained in the Plan
3 Supplement, and all other relevant and necessary documents have been negotiated in good faith and
4 at arm's length and shall, upon completion of documentation and execution, be valid, binding and
5 enforceable agreements and shall not be in conflict with any applicable law, rule or regulation.
6

7 **FF. Releases, Injunction and Exculpation**

8 34. The release, injunction, discharge and exculpation provisions contained in Article IX
9 of the Plan (collectively, the "**Releases**") constitute good-faith compromises and settlements of the
10 matters covered thereby. Such Releases are given in exchange for and are supported by fair,
11 sufficient and adequate consideration, as well as the substantial contribution provided by each and all
12 of the Released Parties, the Limited Released Parties (as applicable) and the Exculpated Parties and
13 (a) are in the best interests of the Debtors, their Estates and Holders of Claims and Equity Interests,
14 (b) are fair, equitable and reasonable and (c) are integral elements of the restructuring and resolution
15 of the Chapter 11 Cases in accordance with the Plan. The failure to approve the Releases would
16 seriously impair the Debtors' ability to confirm the Plan.
17

18 35. The Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United
19 States Code to approve the Releases. In addition, Bankruptcy Code section 105(a) permits approval
20 of the Releases when, as has been established here based upon the record in the Chapter 11 Cases
21 and the evidence proffered, adduced, presented and accepted at the Final Disclosure Statement and
22 Confirmation Hearing, such provisions: (a) are essential to the formulation and implementation of
23 the Plan as provided in Bankruptcy Code section 1123; (b) are an integral element of the settlements
24 and transactions incorporated in the Plan; (c) confer material benefits on the Estates; (d) are in the
25 best interests of the Debtors, their Estates and Holders of Claims and Equity Interests; (e) are
26 important to the overall objectives of the Plan to finally resolve all Claims and Equity Interests
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1 among or against the parties in interest in the Chapter 11 Cases with respect to the Debtors'
2 reorganization; and (f) are consistent with Bankruptcy Code sections 105, 524, 1123 and 1129 and
3 all other applicable law.

4 36. Section 9.3(a) of the Plan describes certain releases granted by the Debtors (the
5 "**Debtor Releases**"). The Debtors have satisfied the business judgment standard with respect to the
6 propriety of the Debtor Releases. Such releases are a necessary and integral element of the Plan, and
7 are fair, reasonable and in the best interests of the Debtors, the Estates and creditors. Also, the
8 Debtor Releases are: (a) in exchange for the good and valuable consideration provided by the
9 Released Parties; (b) a good-faith settlement and compromise of the Claims released by Section
10 9.3(a) of the Plan; (c) given, and made, after due notice and opportunity for hearing; and (d) a bar to
11 any of the Debtors asserting any Claim or Cause of Action released by Section 9.3 the Plan.
12

13 37. Releases of non-Debtor parties pursuant to Section 9.3(b) of the Plan (the "**Non-**
14 "**Debtor Releases**") are subject to the terms of the Plan. Such Non-Debtor Releases are binding upon
15 the Releasing Parties. Each non-Debtor Released Party that will benefit from the Releases either was
16 instrumental to the successful prosecution of the Chapter 11 Cases and/or provided a substantial
17 contribution to the Debtors' Estates. Further, those holders of Claims who submitted a Ballot voting
18 to accept the Plan, those who voted to reject the Plan, if any, and chose not to opt out of the Non-
19 Debtor Releases and/or those who abstained from voting on the Plan, were given due and adequate
20 notice that they would be consenting to the Non-Debtor Releases by acting in such a manner. The
21 Non-Debtor Releases were disclosed and explained in the Ballots, and the Releases were disclosed
22 and explained in the Disclosure Statement, the Plan and the Final Disclosure Statement and
23 Confirmation Hearing Notice. Accordingly, in light of the record of the Final Disclosure Statement
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1 and Confirmation Hearing and the Chapter 11 Cases, the Releases satisfy the applicable standards of
2 this District.

3 38. The exculpation provision set forth in Section 9.5 of the Plan does not relieve any
4 party of liability for an act or omission to the extent such act or omission is determined by a Final
5 Order to have constitute actual fraud, willful misconduct or gross negligence. Further, the injunction
6 provision set forth in Section 9.2 of the Plan is necessary to implement, preserve and enforce the
7 Debtors' discharge, the releases and the exculpation provisions set forth in the Plan, and is narrowly
8 tailored to achieve this purpose.
9

10 39. Notwithstanding any other provision of Article IX of the Plan, nothing in Article IX
11 of the Plan shall be deemed to release the Limited Released Parties from any claims, obligations,
12 rights, suits, damages, causes of action, remedies and liabilities whatsoever, if any, arising from or
13 relating to the prepetition conduct with respect to the prepetition operations and affairs of the
14 Debtors. Such claims include, without limitation, claims for deepening insolvency; breach of fiduciary
15 duties; misrepresentation, negligence, and other misconduct; aiding and abetting such misconduct;
16 fraudulent conveyances and preference recoveries.
17

18 **GG. Disclosure of Facts**

19 40. The Debtors have disclosed all material facts regarding the Plan, including the fact that
20 the Liquidating Trust Agreement and Stock Trust Agreement are premised upon the consolidation of
21 the Estates into a single Estate, such that each Class of Claims and Equity Interests will be treated as
22 a single consolidated Estate regardless of the separate identification of the Debtors.
23

24 **HH. Good Faith**

25 41. The Debtors, the Reorganized Debtors, the Released Parties, the Limited Released
26 Parties and the Exculpated Parties have been and will be acting in good faith if they proceed to:
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1 (a) consummate the Plan and the agreements, settlements, transactions and transfers contemplated
2 thereby and (b) take the actions authorized and directed by this Confirmation Order.

3 **II. Retention of Jurisdiction**

4 42. The Court may properly retain jurisdiction over the matters set forth in Section 10.1
5 of the Plan and/or Bankruptcy Code section 1142.

6 **JJ. Waiver of Bankruptcy Rule 3020(e)**

7 43. Based on the business exigencies in the Chapter 11 Cases, it is appropriate for the 14-
8 day stay imposed by Bankruptcy Rule 3020(e) to be waived.
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1 IT IS HEREBY ORDERED, ADJUDGED, DECREED AND DETERMINED THAT:

2 **APPROVAL OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN**

3 1. **Findings of Fact and Conclusions of Law.** The above-referenced findings of fact
4 and conclusions of law are hereby incorporated by reference as though fully set forth herein and shall
5 constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable
6 herein by Bankruptcy Rule 9014. To the extent any of the following conclusions of law shall be
7 determined to be a finding of fact, it shall be so deemed, or any of the following findings of fact shall
8 be determined to be a conclusion of law, it shall be so deemed.

9 2. **Approval of the Disclosure Statement.** The Disclosure Statement contains
10 “adequate information” (as such term is defined in Bankruptcy Code section 1125(a)(1)) with respect
11 to the Debtors, the Plan and the transactions contemplated therein and complies with any additional
12 requirements of the Bankruptcy Code and the Bankruptcy Rules and is hereby approved in all
13 respects.

14 3. **Notice of the Final Disclosure Statement and Confirmation Hearing.** Notice of
15 the Final Disclosure Statement and Confirmation Hearing complied with the terms of the Disclosure
16 Statement Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11
17 Cases and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the
18 Local Rules and all other applicable rules, laws and regulations, and no further or additional notice
19 was necessary or required.

20 4. **Confirmation of the Plan.** The Plan, including each of the documents that comprise
21 the Plan Supplement, is approved and confirmed under Bankruptcy Code section 1129 with respect
22 to each of the Debtors. The documents contained in the Plan Supplement (including any
23 amendments, modifications and supplements thereto and documents referred to in such papers
24 consistent with the Plan) and execution, delivery and performance thereof by the Debtors are
25 authorized and approved. The terms of the Plan, including the Plan Supplement, are incorporated by
26 reference into and are an integral part of this Confirmation Order.
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1 5. **Objections.** All objections, responses to, statements, comments and reservations of
2 rights, if any, in opposition to, the Plan and/or final approval of the Disclosure Statement,
3 respectively, other than those withdrawn with prejudice in their entirety prior to, or on the record at,
4 the Final Disclosure Statement and Confirmation Hearing, shall be, and hereby are, overruled in their
5 entirety or are otherwise resolved as incorporated herein.

6 **IMPLEMENTATION OF THE PLAN**

7 6. **Liquidating Trust Agreement Approved.** The proposed terms and conditions of the
8 Liquidating Trust Agreement are fair and reasonable, have been negotiated in good faith and at arm's
9 length and are hereby approved. The Liquidating Trust Agreement is an essential element of the
10 Plan, and entry into and consummation of the transactions contemplated by the Liquidating Trust
11 Agreement are in the best interests of the Debtors, the Estates and holders of Claims and Equity
12 Interests, and are approved in all respects. The Debtors have exercised reasonable business judgment
13 in determining to enter into the Liquidating Trust Agreement and have provided sufficient and
14 adequate notice of the Liquidating Trust Agreement. The Debtors and the Liquidating Trustee shall
15 be, and hereby are, authorized to enter into, execute, deliver and perform their respective obligations
16 under the Plan and the Liquidating Trust Agreement without any further notice to, or action, order
17 or approval of, the Bankruptcy Court. As of the Effective Date, the transfer, assignment,
18 conveyance and delivery of the Liquidating Trust Assets to the Liquidating Trust as provided in
19 Article I.3 of the Liquidating Trust Agreement (a) shall be, and hereby is, approved and further is
20 deemed to have been effectuated without the need for further notice, order or instrument (other than
21 execution of the Liquidating Trust Agreement) and (b) do not and hereby are deemed not to
22 constitute fraudulent or avoidable transfers and shall not be otherwise subject to avoidance,
23 recharacterization, disallowance, reduction, subordination (whether equitable, contractual or
24 otherwise), counterclaim, recoupment, cross-claim, defenses or any other challenges under or
25 pursuant to the Bankruptcy Code or any other applicable nonbankruptcy law, rule or regulation by
26 any Person or Entity. The Liquidating Trust Agreement shall, upon execution, be valid, binding and
27 enforceable, and shall not be in conflict with any applicable federal or state law, rule or regulation.
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1 7. **Appointment of the Liquidating Trustee.** The appointment of Carolyn Johnsen as
2 the Liquidating Trustee as set forth in the Plan and the Liquidating Trust Agreement shall be and
3 hereby is approved. In addition to the powers granted to the Liquidating Trustee under the
4 Liquidating Trust Agreement, the Liquidating Trustee shall have all of the powers of a debtor in
5 possession under Bankruptcy Code section 1107 and such other rights, powers and duties necessary,
6 appropriate, advisable or convenient to effectuate the provisions of the Plan and the Liquidating
7 Trust Agreement. Subject to the terms of the Liquidating Trust Agreement, on and after the
8 Effective Date, the Liquidating Trustee shall not be required to obtain any approvals from the
9 Bankruptcy Court, any court or governmental body and/or provide any notices under any applicable
10 laws to implement the terms of the Plan and the Liquidating Trust Agreement, including the transfer
11 of any Liquidating Trust Assets retained by the Liquidating Trust, except as explicitly set forth in the
12 Plan and the Liquidating Trust Agreement.

13 8. **Stock Trust Agreement Approved.** The proposed terms and conditions of the Stock
14 Trust Agreement are fair and reasonable, have been negotiated in good faith and at arm's length and
15 are hereby approved. The Stock Trust Agreement is an essential element of the Plan, and entry into
16 and consummation of the transactions contemplated by the Stock Trust Agreement are in the best
17 interests of the Debtors, the Estates and holders of Claims and Equity Interests, and are approved in
18 all respects. The Debtors have exercised reasonable business judgment in determining to enter into
19 the Stock Trust Agreement and have provided sufficient and adequate notice of the Stock Trust
20 Agreement. The Debtors and the Stock Trustee shall be, and hereby are, authorized to enter into,
21 execute, deliver and perform their respective obligations under the Plan and the Stock Trust
22 Agreement without any further notice to, or action, order or approval of, the Bankruptcy Court. As
23 of the Effective Date, the transfer, assignment, conveyance and delivery of the Stock Trust Assets to
24 the Stock Trust as provided in Article I.3 of the Stock Trust Agreement (a) shall be, and hereby is,
25 approved and further is deemed to have been effectuated without the need for further notice, order
26 or instrument (other than execution of the Stock Trust Agreement) and (b) do not and hereby are
27 deemed not to constitute fraudulent or avoidable transfers and shall not be otherwise subject to
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1 avoidance, recharacterization, disallowance, reduction, subordination (whether equitable, contractual
2 or otherwise), counterclaim, recoupment, cross-claim, defenses or any other challenges under or
3 pursuant to the Bankruptcy Code or any other applicable nonbankruptcy law, rule or regulation by
4 any Person or Entity. The Stock Trust Agreement shall, upon execution, be valid, binding and
5 enforceable, and shall not be in conflict with any applicable federal or state law, rule or regulation.

6 **9. Appointment of the Stock Trustee.** The appointment of Carolyn Johnsen as the
7 Stock Trustee as set forth in the Plan and the Stock Trust Agreement shall be and hereby is
8 approved. In addition to the powers granted to the Stock Trustee under the Stock Trust Agreement,
9 the Stock Trustee shall have all of the powers and such other rights, powers and duties necessary,
10 appropriate, advisable or convenient to effectuate the provisions of the Plan and the Stock Trust
11 Agreement. Subject to the terms of the Stock Trust Agreement, on and after the Effective Date, the
12 Stock Trustee shall not be required to obtain any approvals from the Bankruptcy Court, any court or
13 governmental body and/or provide any notices under any applicable laws to implement the terms of
14 the Plan and the Stock Trust Agreement, including the transfer of any Stock Trust Assets retained by
15 the Stock Trust, except as explicitly set forth in the Plan and the Stock Trust Agreement.

16 **10. Tax Sharing Agreement Approved.** The Plan Stockholder, the Reorganized Debtors
17 and the Stock Trustee shall be, and hereby are, authorized to enter into, execute, deliver and perform
18 their respective obligations under the Plan and the Tax Sharing Agreement, and nothing in the Plan
19 or this Confirmation Order shall impair in any way the preservation of the Debtors' tax attributes. In
20 accordance with the Plan, the Plan Stockholder, the Reorganized Debtors and the Stock Trustee shall
21 execute the Tax Sharing Agreement upon the Effective Date or as soon as reasonably practicable
22 thereafter, and take any other necessary actions in connection with the foregoing, in each case
23 without need for further notice to or order of the Bankruptcy Court, act, or action under applicable
24 law, regulation, order, or rule or the vote, consent, authorization, or approval of any Entity. All
25 documents, agreements and instruments entered into and delivered on or as of the Effective Date
26 contemplated by or in furtherance of the Plan, including the Tax Sharing Agreement and any other
27 agreement or document related thereto or entered into in connection therewith, shall be valid,
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1 binding, enforceable and effective in accordance with their respective terms and conditions upon the
2 parties thereto, in each case without further notice to or order of the Court, act or action under
3 applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any
4 Entity (other than as expressly required by such applicable agreement), and do not and hereby are
5 deemed not to constitute fraudulent or avoidable transfers and shall not be otherwise subject to
6 avoidance, recharacterization, disallowance, reduction, subordination (whether equitable, contractual
7 or otherwise), counterclaim, recoupment, cross-claim, defenses or any other challenges under or
8 pursuant to the Bankruptcy Code or any other applicable nonbankruptcy law, rule or regulation by
9 any Person or Entity.

10 **11. Continued Operation of Reorganized ECotality.** On and after the Effective Date,
11 Reorganized ECotality shall continue in business as a Business Enterprise. The continuation of the
12 Business Enterprise by Reorganized ECotality also is an essential element of the Plan. Entry into
13 and consummation of the transactions contemplated by the Plan in that regard are in the best
14 interests of the Debtors, the Estates and holders of Claims and Equity Interests, and are approved in
15 all respects. The New Corporate Governance Documents shall, as of the Effective Date, be adopted
16 and shall go into effect in accordance with applicable state law. Such documents shall be in form
17 and substance reasonably acceptable to the Debtors, the Committee and the Plan Contributor. For
18 the avoidance of doubt, nothing in New Corporate Governance Documents shall impair the rights of
19 the Stock Trust or the obligations of the Plan Contributor as set forth in the Plan. In the event of a
20 default under the Operating Line of Credit, the Stock Trustee shall be authorized to exercise all
21 rights and remedies under the *Certificate of Designations of Preferences, Rights and Limitations of*
22 *Series B Convertible Preferred Stock* (the “**CCGI Preferred Share Certificate**”), and the Plan
23 Contributor may not take any actions to oppose such exercise of rights and remedies. The Plan
24 Stockholder may, in its discretion, pursuant to terms that may be agreed upon by Reorganized
25 ECotality and the Plan Stockholder, transfer assets and/or other interests, other than the Purchased
26 Assets, to Reorganized ECotality as may be required for Reorganized ECotality to continue to
27 maintain the Business Enterprise.

1 12. **Operating Line of Credit.** Reorganized ECOTality may, in the discretion of the New
2 Board, pursuant to and under the terms of the loan documents consistent with the terms contained in
3 **Exhibit G** to the Plan Supplement, enter into a loan for borrowed money as needed to fund the
4 operations of Reorganized ECOTality under a revolving line of credit (the “*Operating Line of*
5 *Credit*”). The Operating Line of Credit shall be secured by interests in (a) all of the assets of
6 Reorganized ECOTality acquired by the Reorganized ECOTality after the Effective Date (for clarity,
7 and without limitation, expressly excluding the Liquidating Trust Assets), (b) a pledge of the Plan
8 Stock and (c) a pledge of the Qualified Creditor Stock, which pledge may only foreclosed upon if
9 an event of default (as defined in the loan documents pursuant to which the Operating Line of Credit
10 is provided) has been declared and is continuing, following not less than five (5) business days’
11 written notice thereof to the Stock Trustee. In the event of a default under the Operating Line of
12 Credit, the Stock Trustee shall be authorized to exercise all rights and remedies under the CCGI
13 Preferred Share Certificate.

14 13. **New Board.** On the Effective Date or as soon as reasonably practicable thereafter,
15 the directors and officers identified in the Plan Supplement shall serve as the New Board and
16 officers, respectively, of the Reorganized Debtors that are corporations. After the Effective Date,
17 the corporate governance and management of the Reorganized Debtors shall be determined by the
18 applicable board of managers, board of directors or shareholders in accordance with the laws of the
19 applicable state of organization.

20 14. **Discharge from Notes, Instruments, and Outstanding Equity Interests.** On the
21 Effective Date, except as otherwise provided herein or in the Plan (including Section 4.6 of the Plan)
22 or any agreement, instrument or other document incorporated in the Plan or the Plan Supplement:
23 (a) any agreement, stock, instrument, certificate or other document in respect of the Equity Interests
24 shall be deemed cancelled; (b) the obligations of any of the Debtors pursuant, relating or pertaining
25 to any agreement, stock, instrument, certificate or other document in respect of the Equity Interests
26 shall be released and discharged; and (c) for the avoidance of doubt, the Reorganized Debtors shall
27 not have any continuing obligations thereunder.
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1 15. **Discharge from Liens.** On the Effective Date, except as otherwise provided herein
2 or in the Plan (including Section 4.7 of the Plan) or any agreement, instrument or other document
3 incorporated in the Plan or the Plan Supplement: (a) any Lien securing any Claim shall be deemed
4 released; (b) the holder of such Claim shall be authorized and directed to release any collateral or
5 other property of any Debtor held by such holder; (c) the holder of such Claim shall also be
6 authorized and directed to take such actions as may be requested by the Debtors, the Liquidating
7 Trustee or the Stock Trustee, as applicable, to evidence the release of such Lien, including the
8 execution, delivery and filing or recording of such releases as may be requested by the Debtors, the
9 Liquidating Trustee or the Stock Trustee, as applicable; (d) the obligations of any of the Debtors
10 pursuant, relating or pertaining to such Lien shall be released and discharged; and (e) for the
11 avoidance of doubt, the Reorganized Debtors shall not have any continuing obligations thereunder.

12 16. **Cancellation and Reissuance of Capital Stock.** Upon the Effective Date, all of the
13 issued and outstanding capital stock of Debtor ECOTality, Inc. shall be cancelled.
14 Contemporaneously therewith, the Reorganized Stock of Reorganized ECOTality shall be issued as
15 follows: (a) 50% to the Stock Trust for the pro rata benefit of the Qualified Creditor Stock
16 Beneficiaries and (b) 50% to the Plan Stockholder. For clarity, the Equity Interests in those
17 Debtors, other than Debtor ECOTality, Inc. (the parent company of such Debtors), ECOTality
18 Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V., shall be cancelled and new
19 common stock in those Reorganized Debtors shall be issued to Reorganized ECOTality.

20 17. **Distributions on Account of Administrative Claims, Compensation Claims,**
21 **Substantial Contribution Compensation and Expenses and Priority Tax Claims.** All
22 distributions on account of Administrative Claims, Compensation Claims, Substantial Contribution
23 Compensation and Expenses and Priority Tax Claims under the Plan shall be made in accordance
24 with the terms and conditions set forth in Article II of the Plan.

25 18. **Distributions on Account of Allowed General Unsecured Claims.** All distributions
26 on account of Allowed General Unsecured Claims under the Plan shall be made in accordance with
27 the terms and conditions set forth in Article VII of the Plan.
28

1 19. **Distributions on Account of Disputed Claims.** On and after the Effective Date,
2 distributions on account of Allowed Claims and the resolution and treatment of Disputed Claims shall
3 be effectuated pursuant to Articles VI of the Plan.

4 20. **Issuance of Preferred Stock of CCGI.** CCGI shall be authorized to, and shall, file
5 the *Certificate of Designations of Preferences, Rights and Limitations of Series B Convertible*
6 *Preferred Stock* with any applicable government entity necessary to effectuate the resolutions
7 contained therein no later than the Effective Date and shall issue the Series B Convertible Preferred
8 Stock contemplated therein to the Stock Trust.

9 21. **Trust Deposit.** The reconciled amount of the Trust Deposit (the “**Remaining**
10 **Deposit**”) is to be paid in cash to the Liquidating Trust by a date no later than January 31, 2015, as
11 may be extended with the consent of the Reorganized Debtors and the Liquidating Trustee (the
12 “**Deposit Deadline**”). If the Remaining Deposit is not paid in cash to the Liquidating Trust by
13 January 15, 2015, or by such date that is at least fifteen (15) days prior to the Deposit Deadline, the
14 amount payable shall be increased by \$5,000 cash (the “**Additional Deposit**”). If the Remaining
15 Deposit, including the Additional Deposit, is not paid by the Deposit Deadline (a “**Default**”), the
16 Liquidating Trustee, solely in her capacity as such and not in her capacity as Stock Trustee, shall
17 have the right, in connection with the Operating Line of Credit, without notice to exercise
18 immediately all remedies, to (a) prohibit any exercise of remedies against any assets pledged as
19 collateral therefor and (b) extend the maturity of the Operating Line of Credit, notwithstanding any
20 default or event of default thereunder, for up to fifteen (15) years from the Effective Date. With
21 respect to the foregoing, the relevant loan documents relating to the Operating Line of Credit shall
22 reflect that, in the event of a Default, the written consent of the Liquidating Trustee shall be required
23 prior to any such exercise of remedies, including the right to foreclose, with respect to such
24 collateral. In addition and without limitation on the foregoing, in the event of a Default, the
25 Liquidating Trustee shall, at her option: (a) have the right to pursue any and all remedies available
26 to it under applicable law, contract or otherwise, against the Plan Stockholder and/or the Plan
27 Contributor, regarding the Remaining Deposit and the Additional Deposit, as applicable, and recover
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1 damages, if any, resulting from the failure to pay such amount, or (b) upon written notice to CCGI,
2 which notice shall be delivered no later than May 1, 2015, increase the number of shares of common
3 stock of CCGI into which the Series B Convertible Preferred Stock being issued to the Stock Trust
4 is convertible, pursuant to that CCGI Preferred Share Certificate, by the amount of the Remaining
5 Deposit, and the shares of Series B Convertible Preferred Stock shall be convertible into CCGI
6 common stock after December 31, 2015, December 31, 2016 and December 31, 2017, respectively.
7 The Plan Stockholder and/or Plan Contributor and CCGI are hereby enjoined from challenging or
8 otherwise preventing the Liquidating Trust from exercising the remedies provided in this paragraph.
9 No releases or exculpations granted in the Plan or this Order shall prevent the Liquidating Trust
10 from exercising its rights and remedies as provided in this paragraph. Venue and jurisdiction
11 regarding the exercise of the Liquidating Trust's rights and remedies hereof shall be in Arizona.

12 **22. No Action Required.** Except as otherwise provided in this Confirmation Order, all
13 matters provided for in the Plan involving the corporate structure of the Debtors or Reorganized
14 ECOTality, and any corporate action required by the Debtors or Reorganized ECOTality in connection
15 with, and to implement, the Plan shall be deemed to have occurred and shall be in effect, without any
16 requirement of further action by the stock holders, the managing members, directors or officers of
17 Debtor ECOTality. On or (as applicable) prior to the Effective Date, the managing members,
18 directors or officers of the Debtors shall be authorized and directed to issue, execute and deliver the
19 agreements, documents, securities, and instruments contemplated by the Plan (or necessary or
20 desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the
21 Debtors and Reorganized ECOTality, including, but not limited to, any documentation executed in
22 connection with the Trust Agreements, the Tax Sharing Agreement, the Stock Pledge Agreement or
23 the New Corporate Governance Documents. Such authorizations and approvals shall be effective
24 notwithstanding any requirements under non-bankruptcy law.

25 **23. Governmental Approvals Not Required.** Except as otherwise stated in the Plan,
26 this Confirmation Order shall constitute all approvals and consents required, if any, by the laws,
27 rules, or regulations of any state or other governmental authority with respect to the dissemination,
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1 implementation or consummation of the Plan, the Disclosure Statement, any documents, instruments
2 or agreements, and any amendments or modifications thereto, and any other transactions referred to
3 in, or contemplated by, the Plan and the Disclosure Statement, without any requirement for further
4 action by the Debtors, the Stock Trustee or the Liquidating Trustee, as applicable.

5 **24. Exemption from Securities Laws.** Pursuant to section 4(a)(2) of the Securities Act,
6 the issuance and distribution under the Plan of (a) the Qualified Creditor Stock and the Series B
7 Convertible Preferred Stock to the Stock Trust for the ratable benefit of the Qualified Creditor Stock
8 Beneficiaries and (b) the issuance of the Reorganized Stock of Reorganized ECotality as set forth in
9 paragraph 16 hereto, shall be exempt from the registration requirements of section 5 of the Securities
10 Act and any state or local law requiring registration prior to the offering, issuance, distribution or
11 sale of securities. The provisions of Bankruptcy Code section 1145 shall apply to the issuance and
12 distribution under the Plan of Beneficial Interests in the Liquidating Trust and the Stock Trust (as
13 such terms are defined in the Liquidating Trust Agreement and the Stock Trust Agreement,
14 respectively) to holders of Allowed General Unsecured Claims or, with respect only to Beneficial
15 Interests in the Stock Trust, to Qualified Creditor Stock Beneficiaries, solely to the extent such
16 Beneficial Interests may constitute securities under applicable securities laws (but without prejudice
17 to the position of the Debtors that such Beneficial Interests do not constitute securities under
18 applicable securities laws). Therefore, to the extent that an “offer or sale” is deemed to have
19 occurred with respect to such Beneficial Interests, such issuance, in accordance with Bankruptcy
20 Code section 1145(a), shall be exempt from, among other things, the registration requirements of
21 section 5 of the Securities Act and any state or local law requiring registration prior to the offering,
22 issuance, distribution or sale of securities. Upon the Effective Date of the Plan or as soon thereafter
23 as reasonably practicable, the Debtors or the Reorganized Debtors shall be authorized to, and shall,
24 file with the Securities and Exchange Commission a Form 15 certification and notice of termination
25 of registration under section 12(g) of the Exchange Act.

26 **25. Exemption from Transfer Taxes and Recording Fees.** To the fullest extent
27 permitted by Bankruptcy Code section 1146(a), any transfer from a Debtor to the Liquidating
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1 Trustee or the Stock Trustee, as applicable, or to any entity under, pursuant to, in contemplation of,
2 or in connection with the Plan or through: (a) the issuance, distribution, transfer or exchange of any
3 debt, securities or other interest in the Debtors; (b) the creation, modification, consolidation or
4 recording of any mortgage, deed of trust or other security interest, or the securing of additional
5 indebtedness by such or other means; (c) the making, assignment or recording of any lease or
6 sublease; or (d) the making, delivery or recording of any deed or other instrument of transfer under,
7 in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments or
8 other instrument of transfer executed in connection with any transaction arising out of, contemplated
9 by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax,
10 conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording
11 tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording
12 fee or other similar tax or governmental assessment, and the appropriate state or local governmental
13 officials or agents shall forego the collection of any such tax or governmental assessment and to
14 accept for filing and recordation any of the foregoing instruments or other documents without the
15 payment of any such tax or governmental assessment.

16 **26. Dissolution of the Committee.** The Committee shall continue in existence until the
17 Effective Date to exercise those powers and perform those duties specified in Bankruptcy Code
18 section 1103 and shall perform such other duties as it may have been assigned by the Bankruptcy
19 Court prior to the Effective Date. On the Effective Date, the Committee shall be dissolved and the
20 Committee's members shall be deemed released of all their duties, responsibilities and obligations in
21 connection with the Chapter 11 Cases or the Plan and its implementation, and the retention or
22 employment of the Committee's Professionals shall terminate.

23 **CAUSES OF ACTION**

24 **27. Preservation of Causes of Action.** Except as otherwise provided in the Plan or by a
25 Final Order, any Causes of Action that the Debtors or the Reorganized Debtors, as applicable, may
26 hold against any Entity are hereby preserved in accordance with Section 9.6 of the Plan and, for the
27 avoidance of doubt, Exhibit A to the Plan.

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

28. **Rejection and Repudiation of Executory Contracts and Unexpired Leases.** On the Effective Date or as soon as reasonably practicable thereafter, except as otherwise provided herein or in the Plan, all executory contracts and unexpired leases shall be deemed rejected or repudiated pursuant to Bankruptcy Code section 365 other than those executory contracts or unexpired leases that: (a) previously were assumed or rejected by the Debtors; (b) are otherwise addressed in this Confirmation Order; (c) are otherwise addressed in the Plan; or (d) are the subject of a motion to reject such executory contracts or unexpired leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such rejection is on or after the Effective Date, in accordance with Article V of the Plan.

29. **Claims Based on Rejection or Repudiation of Executory Contracts and Unexpired Leases.** If the rejection or repudiation of an executory contract or unexpired lease pursuant to the Plan results in a Claim, then such Claim shall be forever barred and shall not be enforceable against the Debtors or their properties, or any of their interests in properties as agent, successor or assign, unless a Proof of Claim is filed with the Claims and Noticing Agent and served upon counsel to the Liquidating Trustee within thirty (30) days after the earlier of (i) entry of this Confirmation Order and (ii) the effective date of rejection or repudiation of the executory contract or unexpired lease. This Confirmation Order shall serve as notice of the bar date established by Section 5.2 of the Plan to the non-Debtor counterparties to the executory contracts and unexpired leases rejected pursuant to the Plan. Unless otherwise provided herein, the Liquidating Trustee shall object to such Claims on or before the Claims Objection Bar Date.

30. **DOE EV Project Contract.** Notwithstanding anything to the contrary in the Plan, this Confirmation Order, or any other documents implementing the Plan, the Debtors or the Reorganized Debtors, as applicable, shall maintain the right to file a motion to assume the DOE EV Project Contract (as defined in the Disclosure Statement) under Bankruptcy Code section 365 (the “*DOE Assumption Motion*”), which motion shall be filed no later than January 15, 2014 (the “*Assumption Motion Filing Date*”), subject to further extension with the consent of the Debtors or

1 the Liquidating Trustee, as applicable, the Reorganized Debtors and the United States Department of
2 Energy (the “**DOE**”), subject to the terms set forth in this paragraph and the right of all parties in
3 interest (including the DOE) to object to any such DOE Assumption Motion; provided, further that
4 any and all rights of the DOE, the Debtors, the Plan Contributor (only in its capacity as plan
5 proponent as provided for under the Plan) and the Liquidating Trustee, as applicable, against all
6 parties in interest in connection with the DOE EV Project Contract shall be preserved; provided,
7 however, the rights of the DOE as against the Debtors shall be limited to the extent set forth in the
8 Sale Orders (as defined in the Disclosure Statement). Approval of any DOE Assumption Motion
9 that requires the payment of applicable cure costs, if any, to the DOE from the Debtors or the
10 Liquidating Trust, as applicable, shall not be permitted. If no DOE Assumption Motion is filed by
11 the Assumption Motion Filing Date, the DOE EV Project Contract shall be deemed rejected;
12 provided, however, the DOE may not assert any claim arising from such rejection against the
13 Reorganized Debtors.

14 **RELEASES, INJUNCTIONS, STAYS**

15 31. **Discharge.** Except with respect to Class 4 Creditors, to the extent their Claims are
16 expressly not discharged, and as of the Effective Date, except as otherwise explicitly provided in the
17 Plan or this Confirmation Order (including with respect to Class 4 Claims), the rights afforded under
18 the Plan and the treatment of Claims and Equity Interests under the Plan shall be in exchange for and
19 in complete satisfaction, discharge and release of all Claims and satisfaction or termination of all
20 Equity Interests. Except with respect to Class 4 Creditors, to the extent their Claims are expressly
21 not discharged, and except as otherwise provided in the Plan or this Confirmation Order,
22 Confirmation shall, as of the Effective Date: (i) discharge the Debtors from all Claims or other debts
23 that arose before the Effective Date, whether liquidated or unliquidated, fixed or contingent, matured
24 or unmatured, and all debts of the kind specified in Bankruptcy Code sections 502(g), 502(h) or
25 502(i), in each case whether or not (w) a Proof of Claim is filed or deemed filed pursuant to
26 Bankruptcy Code section 501, (x) a Claim based on such debt is Allowed pursuant to Bankruptcy
27 Code section 502, (y) the holder of a Claim based on such debt has accepted the Plan or (z) such
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1 Claim is listed in the Schedules; and (ii) satisfy, terminate or cancel all Equity Interests and other
2 rights of equity security holders in the Debtors. As of the Effective Date, except as otherwise
3 provided in the Plan or this Confirmation Order, all Persons and Entities shall be precluded from
4 asserting against the Debtors, or their respective successors or property, any other or further Claims,
5 demands, debts, rights, causes of action, liabilities or equity interests based upon any act, omission,
6 transaction or other activity of any kind or nature that occurred prior to the Effective Date. In
7 accordance with the foregoing, except as provided in the Plan or this Confirmation Order, this
8 Confirmation Order shall be a judicial determination, as of the Effective Date, of a discharge of all
9 such Claims except with respect to Class 4 Creditors, to the extent their Claims are expressly not
10 discharged, and other debts and liabilities against the Debtors and satisfaction, termination or
11 cancellation of all Equity Interests and other rights of equity security holders in the Debtors, pursuant
12 to Bankruptcy Code sections 524 and 1141, and such discharge will void any judgment obtained
13 against the Debtors at any time, to the extent that such judgment relates to a discharged Claim. For
14 the avoidance of doubt, notwithstanding anything to the contrary in the Plan, the Plan Supplement
15 and this Confirmation Order, no indebtedness owed by the Debtors or the Reorganized Debtors,
16 except for the Intercompany Claims, as provided for under the Plan, that arose prior to the Effective
17 Date, shall be the responsibility in any way, except pursuant to the Plan (including the Plan
18 Supplement), of the Debtors. All such Claims, and any Claims for professional fees incurred after
19 the Effective Date incurred by the Liquidating Trust, shall be the responsibility of the Liquidating
20 Trust only.

21 32. **Pre-Effective Date Injunctions or Stays.** All injunctions or stays, whether by
22 operation of law or by order of the Bankruptcy Court, provided for in the Chapter 11 Cases
23 pursuant to Bankruptcy Code sections 105 or 362 or otherwise that are in effect on the Confirmation
24 Date shall remain in full force and effect until the Effective Date.

25 33. **Release, Injunction and Exculpation Provisions Under the Plan.** The release,
26 injunctions and exculpation provisions set forth in Sections 9.2, 9.3 and 9.5 of the Plan are approved
27 and authorized in their entirety, and such provisions shall be effective and binding on all Persons and
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1 Entities to the extent provided in the Plan. As set forth in Section 9.4 of the Plan and approved
2 hereby, notwithstanding any other provision of Article IX of the Plan or this Confirmation Order,
3 nothing in Article IX of the Plan or this Confirmation Order shall be deemed to release the Limited
4 Released Parties from any claim related to prepetition conduct with respect to the prepetition
5 operations and affairs of the Debtors.

6 **34. Survival of Certain Indemnification Obligations.** Any obligations of the Debtors
7 pursuant to their corporate charters and bylaws or agreements, including any amendments, entered
8 into any time prior to the Effective Date, to indemnify, reimburse or limit the liability of any Person
9 or Entity pursuant to the Debtors' certificates of incorporation, bylaws, policy of providing employee
10 indemnification, applicable state law or specific agreement in respect of any claims, demands, suits,
11 causes of action or proceedings against such Person or Entity based upon any act or omission related
12 to such Person or Entity's service with, for, or on behalf of the Debtors prior to the Effective Date
13 with respect to all past, present and future actions, suits and proceedings relating to the Debtors shall
14 continue as obligations of the Liquidating Trust, in accordance with Section 5.4 of the Plan.
15 Notwithstanding anything to the contrary in the Plan or in this Confirmation Order, there shall be no
16 obligation of any kind on the part of the Debtors, the Liquidating Trust, the Liquidating Trustee, the
17 Plan Contributor, the Plan Stockholder, Blink Acquisition LLC, the Stock Trust, the Stock Trustee
18 or any of the Reorganized Debtors with respect to any Claims, suits or actions against a Person or
19 Entity that result in a final order determining that such Person or Entity is liable for fraud, willful
20 misconduct, gross negligence, bad faith, self-dealing or breach of the duty of loyalty.

21 **PLAN CONSUMMATION AND EFFECTIVENESS**

22 **35. Waiver of Stay.** For good cause shown, the stay of this Confirmation Order
23 provided by Bankruptcy Rule 3020(e) is waived, and this Confirmation Order shall be effective and
24 enforceable immediately upon its entry by the Court.

25 **36. Authorization to Consummate.** The Debtors are authorized to consummate the Plan
26 at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by the
27 required parties) of the conditions precedent to Consummation set forth in Article VIII of the Plan.
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1 37. **Failure of Consummation.** If the Effective Date does not occur, then nothing
2 contained in the Plan shall (a) constitute a waiver or release of any Claims against or Equity Interests
3 in the Debtors; (b) prejudice in any manner the rights of the holder of any Claim against, or Equity
4 Interest in, the Debtors; (c) prejudice in any manner any right, remedy or Claim of the Debtors;
5 (d) be deemed an admission against interest by the Debtors; or (e) constitute a settlement, implicit or
6 otherwise, of any kind whatsoever.

7 38. **Substantial Consummation.** On the Effective Date, the Plan shall be deemed to be
8 substantially consummated under Bankruptcy Code sections 1101 and 1127, notwithstanding any
9 post-Effective Date, non-material, technical modifications thereto.

10 39. **Notice of Confirmation.** In accordance with Bankruptcy Rules 2002 and 3020(c),
11 the Debtors shall serve notice of entry of this Confirmation Order, substantially in the form attached
12 hereto as **Exhibit A** (the “***Confirmation Order Notice***”), on the Core Notice Parties and all holders
13 of Claims and Equity Interests and within ten (10) Business Days after the date of entry of this
14 Confirmation Order. The form of the Confirmation Order Notice is hereby approved in all respects.

15 40. **Notice of Effective Date.** The Debtors shall file with the Bankruptcy Court a notice
16 of the occurrence of the Effective Date within a reasonable period of time after the conditions in
17 Section 8.1 of the Plan have been satisfied or waived pursuant to Section 8.2, and the Effective Date
18 has occurred. The notice of the Effective Date may be included in the Confirmation Order Notice.
19 Notwithstanding the above, no notice of Confirmation or Consummation or service of any kind shall
20 be required to be mailed or made upon any Entity to whom the Debtors mailed notice of the Final
21 Disclosure Statement and Confirmation Hearing, but received such notice returned marked
22 “undeliverable as addressed,” “moved, left no forwarding address” or “forwarding order expired,” or
23 similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise
24 aware, of that Entity’s new address. The above-referenced notices are adequate under the particular
25 circumstances of the Chapter 11 Cases, and no other or further notice is necessary.
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OTHER MATTERS

41. **Binding Effect.** Upon the occurrence of the Effective Date, all provisions of the Plan, including all agreements, instruments and other documents filed in connection with the Plan and executed by the Debtors, the Liquidating Trustee or the Stock Trustee, as applicable, in connection with the Plan, shall be binding upon the Debtors, the Liquidating Trust, the Liquidating Trustee, the Stock Trust, the Stock Trustee, the Plan Contributor, the Plan Stockholder, CCGI, all holders of Claims and Equity Interests and all other Persons and Entities that are affected in any manner by the Plan. All agreements, instruments and other documents filed in connection with the Plan shall have full force and effect, and shall bind all parties thereto, subject to the occurrence of the Effective Date, upon the entry of the Confirmation Order, whether or not such exhibits actually shall be executed by parties other than the Debtors, the Liquidating Trustee or the Stock Trustee, or shall be issued, delivered or recorded on the Effective Date or thereafter. The rights, benefits and obligations of any entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

42. **Payment of Statutory Fees.** On the Effective Date or as soon as reasonably practicable thereafter, the Debtors shall pay, in full in Cash, any fees due and owing to the U.S. Trustee at the time of Confirmation. On and after the Effective Date, the Reorganized Debtors shall pay the applicable U.S. Trustee fees for each of the Reorganized Debtors until the entry of a final decree, pursuant to Bankruptcy Rule 3022, in each such Reorganized Debtor's Chapter 11 Case or until each such Chapter 11 Case is converted or dismissed.

43. **Nonseverability of Plan Provisions Upon Confirmation.** Each provision of the Plan is: (a) valid and enforceable in accordance with its terms; (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors or the Reorganized Debtors, as applicable; and (c) nonseverable and mutually dependent.

44. **Post-Confirmation Modifications.** Subject to the reasonable consent of the Committee and the Plan Contributor, the Debtors may amend or modify the Plan, the Plan Supplement, and any schedule or supplement hereto, at any time prior to the Effective Date in

1 accordance with the Bankruptcy Code, Bankruptcy Rules or any applicable court order. Subject to
2 certain restrictions and requirements set forth in Bankruptcy Code section 1127 and Bankruptcy Rule
3 3019, the Debtors, subject to the reasonable consent of the Committee and the Plan Contributor,
4 expressly reserve their rights to alter, amend or modify materially the Plan with respect to the
5 Debtors, one or more times, after Confirmation, and, to the extent necessary, may initiate
6 proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or
7 omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation
8 Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. A
9 holder of a Claim or Equity Interest that has accepted the Plan shall be deemed to have accepted the
10 Plan, as altered, amended, modified or supplemented, if the proposed alteration, amendment,
11 modification or supplement does not materially and adversely change the treatment of the Claim or
12 Equity Interest of such holder.

13 **45. Applicable Non-Bankruptcy Law.** Pursuant to Bankruptcy Code sections 1123(a)
14 and 1142(a), the provisions of this Confirmation Order, the Plan and related documents, or any
15 amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise
16 applicable non-bankruptcy law, rule or regulation.

17 **46. References to and Omissions of Plan Provisions.** References to articles, sections
18 and provisions of the Plan are inserted for convenience of reference only and are not intended to be
19 a part of or to affect the interpretation of the Plan. The failure to specifically include or to refer to
20 any particular article, section, or provision of the Plan in this Confirmation Order shall not diminish
21 or impair the effectiveness of such article, section, or provision, it being the intent of the Court that
22 the Plan be confirmed in its entirety and incorporated herein by this reference.

23 **47. Headings.** Headings utilized herein are for convenience and reference only, and do
24 not constitute a part of the Plan or this Confirmation Order for any other purpose.

25 **48. Effect of Conflict.** This Confirmation Order supersedes any Court order issued prior
26 to the Confirmation Date that may be inconsistent with this Confirmation Order, except as set forth
27 in this paragraph. If there is any inconsistency between the terms of this Confirmation Order and the
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1 Plan (including any amendments thereto), the terms of this Confirmation Order shall govern and
2 control. If there is any inconsistency between the terms of the Plan (including any amendments
3 thereto), the terms of the Plan Supplement and the terms of this Confirmation Order, the terms of
4 the Plan Supplement shall govern and control.

5 49. **Retention of Jurisdiction.** The Court may properly, and upon the Effective Date
6 shall, to the full extent set forth in the Plan, retain jurisdiction over all matters arising out of, and
7 related to, the Chapter 11 Cases, including the matters set forth in Section 10.1 of the Plan and
8 section 1142 of the Bankruptcy Code. If the Bankruptcy Court abstains from exercising, or declines
9 to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of the Plan or
10 in the Chapter 11 Cases, such abstention, refusal or failure of jurisdiction shall have no effect upon
11 and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having
12 competent jurisdiction with respect to such matter.

13 50. **Scottsdale House.** Notwithstanding anything in the Plan to the contrary, Class 1 shall
14 include, *inter alia*, any Secured Claims (to the extent Allowed) of BMO Harris Bank N.A. in its
15 capacity as personal representative of the estate of C. Timothy Caldwell (“**BMO**”) related to the loan
16 made by C. Timothy Caldwell to Debtor ECotality, Inc. BMO asserts that the (i) current amount of
17 its Secured Claim as of the Petition Date is \$192,713.58, and (ii) BMO is entitled to recover accrued
18 and accruing interest, costs and reasonable attorneys’ fees as an oversecured creditor. BMO further
19 asserts that repayment of BMO’s Secured Claim is secured by among other things a first and prior,
20 valid and perfected lien and security interest in the real property located at 6821 East Thomas Road
21 in Scottsdale, Arizona (the “**Scottsdale House**”). To the extent BMO’s Secured Claim is Allowed
22 and except to the extent that BMO agrees to a less favorable treatment of its Secured Claim, in full
23 and final satisfaction, settlement, release and discharge of, and in exchange for, BMO’s Secured
24 Claim, BMO shall receive, at the option of the Reorganized Debtors or Liquidating Trustee, as
25 applicable, either: (i) payment in full in Cash of BMO’s Secured Claim; (ii) reinstatement of BMO’s
26 Secured Claim as it existed prior to the Petition Date, pursuant to the terms of the loan documents
27 attached to the Proof of Claim filed by BMO at Claim No. 6-1 in the bankruptcy case of Debtor
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1 ECotality, Inc.; (iii) return of any and all collateral subject to such holder's Secured Claim, including
2 without limitation the Scottsdale House; or (iv) such other treatment rendering such holder's
3 Allowed Secured Claim Unimpaired. BMO shall retain its lien on all collateral subject to its Secured
4 Claim, including without limitation the Scottsdale House, to the same extent and priority that existed
5 prior to the Petition Date. In the event the Scottsdale House or any other collateral securing BMO's
6 Secured Claim is sold by the Reorganized Debtors or the Liquidating Trustee, as shall be agreed by
7 the parties or ordered by the Court, to the extent BMO's Secured Claim is allowed, BMO's Secured
8 Claim shall attach the proceeds of such sale.

9 51. **Global Learnnnnet Suit.** While Debtors do not agree that Debtors may be named as
10 defendants in any lawsuit, nothing in the Plan shall preclude plaintiffs ("**Plaintiffs**") in the matter
11 captioned *Global Learnnnnet Ltd., et al. v. ECotality, Inc., et al.*, Case No. CGC-14-539077,
12 pending in California Superior Court, County of San Francisco (the "**State Lawsuit**") from seeking
13 leave of the Bankruptcy Court to serve any subpoenas on the Debtors, the Reorganized Debtors and
14 the Liquidating Trust, pursuant to the California Code of Civil Procedure. The Debtors, the
15 Reorganized Debtors, the Liquidating Trust and any other parties to the State Lawsuit reserve all
16 rights to object to, oppose or otherwise contest any subpoenas or other discovery requests served by
17 Plaintiffs in the State Lawsuit, on any basis whatsoever, including under Bankruptcy Code section
18 362, but excluding the discharge, release and injunction provisions of the Plan and this Confirmation
19 Order. Further, nothing within the Plan shall release or discharge any rights, benefits or obligations
20 of the Debtors or any Limited Released Parties under any insurance policies obtained by Debtors and
21 that name any Limited Released Parties as insureds. Additionally, nothing in the Plan and this
22 Confirmation Order, including the discharge, release and injunction provisions, shall prevent or enjoin
23 the Plaintiffs from pursuing recovery under the Debtors' Officer and Director insurance policies,
24 except that the Plaintiffs may not name any Debtor as a party to the State Lawsuit or any other
25 action. The proceeds from such insurance policies shall be available to pay a judgment in favor of
26 Plaintiffs in the State Lawsuit, if any, provided that such insurance proceeds are otherwise available
27 under the terms of the policies and under the law. In any event, the Plaintiffs shall not be entitled to
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collect any judgment against the Debtors, the Reorganized Debtors or the Liquidating Trust, or any of their successors in interest. The Plan does not affect any obligations that the Debtors, the Reorganized Debtors or the Liquidating Trust otherwise have to preserve documents and other information related to the State Lawsuit.

52. **Miscellaneous.** The definition of Excluded Assets shall also include the Debtors' interests in ECOTality Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V.; provided, however, that any liabilities of ECOTality Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V., if any, shall not be deemed to be Claims against any of the Debtors; provided, further, the Liquidating Trust and the Stock Trust shall have no liability whatsoever with respect to ECOTality Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V. For clarity, the Debtors' interests in ECOTality Asia Pacific Limited are not Excluded Assets, and shall be assets of Reorganized ECOTality. For the avoidance of doubt, the Liquidating Trustee disclaims all ownership, rights and interests, if any, in ECOTality Australia Pty. Ltd and Portable Energy de Mexico, S.A. de C.V. The definition of Intercompany Claims shall be as follows: "any amounts due or obligation among or between the Debtors and/or any of ECOTality Australia Pty Ltd., Portable Energy de Mexico, S.A. de C.V. and ECOTality Asia Pacific Limited, including without limitation intercompany receivables, intercompany investments, intercompany guarantees, contribution due to intercompany liabilities, or ownership interests of one Debtor by another Debtor, as identified in the Plan Supplement." For clarity, the Equity Interests in those Debtors, other than Debtor ECOTality, Inc. (the parent company of such Debtors), ECOTality Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V., shall be cancelled and new common stock in those Reorganized Debtors shall be issued to Reorganized ECOTality.

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Exhibit A

Confirmation Order Notice

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Attorneys to the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

In re:

ELECTRIC TRANSPORTATION
ENGINEERING CORPORATION (d/b/a
ECOTALITY NORTH AMERICA), *et al.*,¹

Debtors.

Case No. 2:13-BK-16126 (MCW)

Chapter 11

Jointly Administered

**NOTICE OF ENTRY PROPOSED FINDINGS
OF FACT, CONCLUSIONS OF LAW AND
ORDER (A) APPROVING THE DEBTORS'
DISCLOSURE STATEMENT ON A FINAL
BASIS AND (B) CONFIRMING THE
DEBTORS' JOINT CHAPTER 11 PLAN OF
REORGANIZATION**

This filing applies to:

☒ All Debtors

☐ Specified Debtors

¹ The Debtors in these jointly administered chapter 11 cases and the last four digits of their respective Employer Identification Numbers are: (i) ECotality, Inc. (5422); (ii) Electric Transportation Engineering Corporation (4755); (iii) ECotality Stores, Inc. (2643); (iv) ETEC North, LLC (n/a); (v) The Clarity Group, Inc. (8832); and (vi) G.H.V. Refrigeration, Inc. (4512). The Debtors' service address is ECotality, Inc., P.O. Box 20336, Phoenix, Arizona 85036-0336.

1 **PLEASE TAKE NOTICE OF THE FOLLOWING:**

2 1. Entry of Confirmation Order. On December [___], 2014, the Honorable Madeleine C.
3 Wanslee, United States Bankruptcy Judge for the United States Bankruptcy Court for the District of
4 Arizona, Phoenix Division (the “**Court**”), entered the *Findings of Fact, Conclusions of Law and*
5 *Order (A) Approving the Debtors’ Disclosure Statement on a Final Basis and (B) Confirming the*
6 *Debtors’ Joint Chapter 11 Plan of Reorganization* [Docket No. ___] (the “**Confirmation Order**”),
7 approving the Disclosure Statement [Docket No. 692]² on a final basis and confirming the *Debtors’*
8 *Joint Chapter 11 Plan of Reorganization* [Docket No. 693] (as amended, modified, supplemented
9 from time to time, the “**Plan**”).

10 2. Obtaining Materials. The Confirmation Order and the Plan are available for inspection.
11 A copy of the Confirmation Order or the Plan may be obtained at no charge from Kurtzman Carson
12 Consultants LLC, the claims and noticing agent retained by the Debtors in these chapter 11 cases (the
13 “**Claims and Noticing Agent**”) by: (a) accessing the case website at <http://www.kccllc.net/ECOTality>;
14 (b) e-mailing the Claims and Noticing Agent at ECOInfo@kccllc.com; or (c) calling the Claims and
15 Noticing Agent at (866) 967-1788. You may also obtain copies of any pleadings filed in these
16 chapter 11 cases for a fee via PACER at: <http://www.azb.uscourts.gov>.

17 3. Discharge, Release, Exculpation, Injunction and Related Provisions. By the
18 Confirmation Order, the Court has approved certain discharge, release, exculpation, injunction and
19 related provisions in Article IX of the Plan.

20 4. Binding Effect. All provisions of the Plan, including all agreements, instruments and
21 other documents filed in connection with the Plan and executed by the Debtors, the Liquidating
22 Trustee or the Stock Trustee, as applicable, in connection with the Plan, shall be binding upon all
23 holders of Claims and Equity Interests to the maximum extent permitted by applicable law, whether
24 or not such holder will receive or retain any property or interest in property under the Plan, has filed
25 a proof of Claim in the Chapter 11 Cases, failed to vote to accept or reject the Plan or voted to
26 reject the Plan, and all other Persons and Entities that are affected in any manner by the Plan.

27 **YOUR RIGHTS MAY BE AFFECTED. THE PLAN AND CONFIRMATION ORDER**
28 **CONTAIN OTHER PROVISIONS THAT MAY AFFECT YOUR RIGHTS. YOU ARE**
ENCOURAGED TO CAREFULLY REVIEW THE PLAN AND THE CONFIRMATION
ORDER IN THEIR ENTIRETY.

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

1 Dated: December [____], 2014

PARKER SCHWARTZ, PLLC

2
3 By: _____
Jared G. Parker

4 – and –

5 AKIN GUMP STRAUSS HAUER & FELD LLP

6 Charles R. Gibbs (admitted *pro hac vice*)

7 David P. Simonds (admitted *pro hac vice*)

8 Arun Kurichety (admitted *pro hac vice*)

9 Attorneys for the Debtors and Debtors in Possession

Annex 3

Blackline of Amended Plan

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

In re:

ELECTRIC TRANSPORTATION
ENGINEERING CORPORATION (d/b/a
ECOTALITY NORTH AMERICA), *et al.*¹

Debtors.

Chapter 11

Case No. 2:13-BK-16126 (MCW)

Jointly Administered

This filing applies to:

- ☒ All Debtors
☐ Specified Debtors

DEBTORS' [AMENDED](#) JOINT CHAPTER 11 PLAN OF REORGANIZATION
(WITH TECHNICAL MODIFICATIONS)

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¹ The Debtors in these jointly administered chapter 11 cases and the last four digits of their respective Employer Identification Numbers are: (i) ECOTALITY, Inc. (5422); (ii) Electric Transportation Engineering Corporation (4755); (iii) ECOTALITY STORES, Inc. (2643); (iv) ETEC North, LLC (n/a); (v) The Clarity Group, Inc. (8832); and (vi) G.H.V. Refrigeration, Inc. (4512). The Debtors' service address is ECOTALITY, Inc., P.O. Box 20336, Phoenix, AZ 85036-0336.

Co-Counsel to the Debtors and Debtors in Possession

Dated: ~~October 31,~~December 23, 2014

Nothing contained herein shall constitute an offer, acceptance, or a legally binding obligation of the Debtors or any other party in interest and this Plan is subject to approval by the Bankruptcy Court and other customary conditions. This Plan is not an offer with respect to any securities.

YOU SHOULD NOT RELY ON THE INFORMATION CONTAINED IN, OR THE TERMS OF, THIS PLAN FOR ANY PURPOSE PRIOR TO THE CONFIRMATION OF THIS PLAN BY THE BANKRUPTCY COURT.

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Exhibit A

Non-Exclusive List of Retained Causes of Action

Exhibit 1

Non-Exclusive List of Accounts Receivables of Electric Transportation Engineering Corporation (d/b/a ECOtality North America)

INTRODUCTION

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) propose this joint plan of reorganization (the “Plan”) for the resolution of outstanding claims against and interests in the Debtors pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in Article I.B. hereof. Holders of Claims and Equity Interests may refer to the Disclosure Statement for a discussion of the Debtors’ history, businesses, assets, historical financial information and developments during the Chapter 11 Cases, as well as a summary and description of the Plan and certain related matters. The Debtors are proponents of the Plan within the meaning of Bankruptcy Code section 1129.

This Plan is advanced jointly by the Debtors as a plan of reorganization and for the liquidation of certain remaining assets for the benefit of creditors. The remaining assets of all of the Debtors will be pooled together and liquidated pursuant to the Liquidating Trust. The proceeds from the remaining assets will then be paid ratably within classes to all of the creditors of the Debtors in accordance with the applicable provisions of the Bankruptcy Code and this Plan. Upon Confirmation, this objective will be accomplished through the Liquidating Trust and the Stock Trust, all as more thoroughly set forth herein.

ARTICLE I. **DEFINITIONS AND RULES OF INTERPRETATION**

A. Rules of Interpretation and Governing Law. For purposes of this document: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter gender; (b) any reference herein to a contract, lease, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been filed or to be filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (e) unless otherwise stated, the words “herein,” “hereof” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in Bankruptcy Code section 102 shall apply; and (h) any term used in capitalized form herein that is not otherwise defined, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

Except to the extent that the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, lease, instrument, release, indenture or other agreement or document entered into expressly in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance

with, the laws of the state of Arizona, without giving effect to the principles of conflict of laws thereof.

B. Definitions. The following terms (which appear in the Plan as capitalized terms) shall have the meanings set forth below. A term used in the Plan and not defined in the Plan but that is defined in the Bankruptcy Code shall have the meaning set forth in the Bankruptcy Code.

1.1 “Administrative Claim” means a Claim for costs and expenses of administration of the Chapter 11 Cases that is Allowed under Bankruptcy Code sections 503(b), 507(a) or 1114(e)(2), including, without limitation, (a) any actual and necessary expenses of preserving the Estates; (b) any actual and necessary expenses of operating the Debtors’ business; (c) any actual indebtedness or obligations incurred or assumed by the Debtors during the pendency of the Chapter 11 Cases in connection with the conduct of their businesses; (d) any actual expenses necessary or appropriate to facilitate or effectuate the Plan; (e) any amount required to be paid under Bankruptcy Code section 365(b)(1) in connection with the assumption of executory contracts or unexpired leases; (f) all allowances of compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under Bankruptcy Code sections 328, 330(a), 331 or 503(b)(2), (3), (4) or (5); (g) Claims arising under Bankruptcy Code section 503(b)(9); and (h) all fees and charges payable pursuant to section 1930 of title 28 of the United States Code.

1.2 “Allowed” shall mean, with reference to any Claim or Equity Interest, or any portion thereof, in any Class or category specified, against or of a Debtor, (a) a Claim or Equity Interest that has been listed by such Debtor in the Schedules, as such Schedules may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as liquidated in amount and not disputed or contingent and for which no contrary Proof of Claim has been filed and as to which no objection to allowance or priority or request for estimation has been filed prior to the Claims Objection Bar Date; (b) a Claim or Equity Interest for which a Proof of Claim has been timely filed in a liquidated amount and not contingent and as to which no objection to allowance, to alter priority, or request for estimation has been timely interposed and not withdrawn within the applicable period of limitation fixed by the Plan or applicable law; (c) a Claim or Equity Interest as to which any objection has been settled, waived, withdrawn or denied by a Final Order to the extent such Final Order provides for the allowance of all or a portion of such Claim or Equity Interest; or (d) a Claim or Equity Interest that is expressly allowed (i) pursuant to a Final Order, (ii) pursuant to an agreement between the holder of such Claim or Equity Interest and the Debtors and the Liquidating Trustee, as applicable or (iii) pursuant to the terms of the Plan. Unless otherwise specified in the Plan or in an order of the Bankruptcy Court allowing such Claim or Equity Interest, “Allowed” in reference to a Claim shall not include (a) any interest on the amount of such Claim accruing from and after the Petition Date; (b) any punitive or exemplary damages; or (c) any fine, penalty or forfeiture. Any Claim listed in the Schedules as disputed, contingent, or unliquidated, and for which no Proof of Claim has been timely filed, is not considered Allowed and shall be expunged without further action and without any further notice to or action, order, or approval of the Bankruptcy Court.

1.3 “Allowed Claim” means a Claim or any portion thereof, without duplication, that has been Allowed.

1.4 “Administrative Claims Bar Date” means the deadline for filing requests for payment of Allowed Administrative Claims (other than Compensation Claims), which shall be the first Business Day that is forty-five (45) days following the Effective Date, except as specifically set forth in the Plan or a Final Order.

1.5 “Administrative Claims Objection Bar Date” means the deadline for filing objections to requests for payment of Allowed Administrative Claims (other than requests for payment of Compensation Claims), which shall be the first Business Day that is one hundred eighty (180) days following the Effective Date; provided, that, the Administrative Claims Objection Bar Date may be extended by order of the Bankruptcy Court.

1.6 “APA” means, either individually or collectively as the case may be, those certain Asset Purchase Agreements among the various Buyers and the Debtors which have been approved by the Bankruptcy Court in these Chapter 11 Cases.

1.7 “Avoidance Actions” means (a) any and all actions that are filed or that may be filed pursuant to Bankruptcy Code sections 544, 545, 547, 548, 550 or 551, or applicable non-bankruptcy law that may be incorporated or brought under the foregoing Bankruptcy Code sections, or (b) any other similar actions or proceedings filed to recover property for or on behalf of the Estates.

1.8 “Bankruptcy Code” means Title 11 of the United States Code, § 101 *et. seq.*, as applicable, as of the Petition Date.

1.9 “Bankruptcy Court” means the United States Bankruptcy Court for the District of Arizona, Phoenix Division.

1.10 “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, the Official Bankruptcy Forms and the Local Bankruptcy Rules of the Bankruptcy Court, each as amended from time to time, applicable to the Chapter 11 Cases.

1.11 “Bar Date” means the date established by the Bankruptcy Court by which Proofs of Claim must have been filed with respect to such Claims, pursuant to that certain Final Order [Docket No. 364], and if not specified therein, a Final Order or the Plan.

1.12 “Business Day” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

1.13 “Business Enterprise” means such capital, credit, contracts, leases, licenses and any other assets required to enable Reorganized ECOTality to function as a viable historic substantial business pursuant to section 368 of the Tax Code.

1.14 “Buyers” means Blink Acquisition, LLC, Access Control Group, LLC and Intertek Testing Services NA, Inc., who purchased assets of the Debtors pursuant to the APAs.

1.15 “Cash” means cash and cash equivalents, in legal tender of the United States of America.

1.16 “Causes of Action” means any and all present or future claims, rights, legal and equitable defenses, offsets, recoupments, actions in law or equity or otherwise, choses in action, obligation, guaranty, controversy, demand, action suits, damages, judgments, third-party claims, counter-claims, cross-claims against any Person or Entity, whether known or unknown, liquidated or unliquidated, foreseen or unforeseen, existing or hereafter arising, whether based on legal or equitable relief, whether arising under the Bankruptcy Code or federal, state, common, or other law or equity, whether or not the subject of a pending litigation or proceedings on the Effective Date or thereafter, including without limitation, all other actions described in the Plan, including Section 9.6.

1.17 “Chapter 11 Cases” means the respective bankruptcy cases of (a) ECotality, Inc.; (b) Electric Transportation Engineering Corporation; (c) ECotality Stores, Inc.; (d) ETEC North, LLC; (e) The Clarity Group, Inc.; and (f) G.H.V. Refrigeration, Inc. in the Bankruptcy Court and jointly administered under Case No. 2:13-BK-16126 (MCW).

1.18 “Claim” means the same as set forth in Bankruptcy Code section 101(5) and includes all rights to payment from the Debtors.

1.19 “Claims and Noticing Agent” means Kurtzman Carson Consultants LLC, employed by the Debtors as the official claims, noticing and balloting agent in the Chapter 11 Cases pursuant to an order of the Bankruptcy Court.

1.20 “Claims Objection Bar Date” means the deadline for objecting to a Claim, which shall be on the date that is the later of (a) one hundred eighty (180) days after the Effective Date and (b) such later period of limitation as may be specifically fixed by an order of the Bankruptcy Court.

1.21 “Committee” means the committee of unsecured creditors appointed by the United States Trustee in the Chapter 11 Cases under Bankruptcy Code section 1102.

1.22 “Compensation Claims” means Claims on account of fees for professional services rendered and expenses incurred in connection with such services by Professionals on and after the Petition Date and prior to and including the Confirmation Date.

1.23 “Confirmation” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

1.24 “Confirmation Date” means the date upon which the Confirmation Order is entered by the Bankruptcy Court confirming the Plan, which order becomes final and non-appealable after the Confirmation Hearing.

1.25 “Confirmation Objection Deadline” means the day that is fourteen (14) days prior to the Confirmation Hearing or such other date set by the Court.

1.26 “Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider confirmation of the Plan pursuant to Bankruptcy Code section 1128.

1.27 “Confirmation Order” means the order of the Bankruptcy Court confirming the Plan pursuant to Bankruptcy Code section 1129.

1.28 “Consummation” means “substantial consummation” as defined in Bankruptcy Code section 1101(2).

1.29 “Creditor” means a Person, firm, partnership, corporation or an Entity who has filed, or deemed to have filed, a lawful Claim against the Debtors, as provided by the Bankruptcy Code and orders of the Bankruptcy Court, and which Claim has been allowed by the Bankruptcy Court, or is deemed allowed by applicable provisions of law.

1.30 “Debtors” mean: (a) ECotality, Inc.; (b) Electric Transportation Engineering Corporation; (c) ECotality Stores, Inc.; (d) ETEC North, LLC; (e) The Clarity Group, Inc.; and (f) G.H.V. Refrigeration, Inc.

1.31 “Disclosure Statement” means that Disclosure Statement filed with and approved by the Bankruptcy Court at or prior to the Confirmation Hearing.

1.32 “Disputed” means, with respect to any Claim or Equity Interest, any (a) Claim that is listed on the Schedules as unliquidated, disputed or contingent; (b) Claim or Equity Interest as to which the Debtors or any other party in interest have interposed a timely objection or request for estimation in accordance with this Plan, the Bankruptcy Code, the Bankruptcy Rules and any orders of the Bankruptcy Court or which is otherwise disputed by the Debtors in accordance with applicable law, which objection, request for estimation or dispute has not been withdrawn or determined by a Final Order; (c) any Claim evidenced by a Proof of Claim which amends a Claim scheduled by the Debtors as contingent, unliquidated, or disputed; or (d) any Claim or Equity Interest that is not an Allowed Claim or Allowed Equity Interest.

1.33 “Disputed Claims Reserve” means a fund held by the Liquidating Trust (which need not be held in a segregated bank account) for the payment of Disputed Claims that become Allowed Claims after the Effective Date, which fund shall be maintained by the Liquidating Trustee for the benefit of the Holders of Disputed Claims.

1.34 “Distribution Date” means date upon which the Liquidating Trustee will make distributions to holders of Allowed Claims entitled to receive distributions under the Plan on account of such Allowed Claims, which date shall be as soon as reasonably practicable.

1.35 “Distribution Record Date” means the record date for the purpose of determining holders of Allowed Claims entitled to receive distributions under the Plan on account of such Allowed Claims, which date shall be the Confirmation Date.

1.36 “DOE” means the United States Department of Energy.

1.37 “Effective Date” means the date upon which the Plan’s conditions to effectiveness are satisfied or waived in accordance with Article VIII hereof, which shall be the day Consummation occurs.

1.38 “Entity” means an “entity” as defined in Bankruptcy Code section 101(15).

1.39 “Estate” means the bankruptcy estate of any Debtor by virtue of Bankruptcy Code section 541 upon the commencement of the Chapter 11 Cases.

1.40 “Equity Interest” means, with respect to a Debtor, as of the Petition Date, any capital stock or other ownership interest in such Debtor, whether or not transferable, any option, call, warrant, or right to purchase, sell, or subscribe for an ownership interest or other equity security in such Debtor, or any redemption, conversion, exchange, voting, participation, dividend rights and liquidation preferences relating to such capital stock or other ownership interest.

1.41 “Excluded Assets” means the assets which were specifically identified on the relevant schedules to the APAs as being excluded from the sales to the Buyers.

1.42 “Exculpated Parties” means (a) the Debtors, (b) each director, officer, financial advisor, restructuring advisor, attorney or any other advisor employed by or serving the Debtors as of or after the Petition Date, (c) the Committee, (d) counsel for the Committee, (e) each member of the Committee solely in its capacity as a member of the Committee, (f) the Plan Contributor, (g) each director, officer, financial advisor, restructuring advisor, attorney or any other advisor employed by or serving the Plan Contributor as of or after the Petition Date, (h) Blink Acquisition LLC, (i) each director, officer, financial advisor, restructuring advisor, attorney or any other advisor employed by or serving Blink Acquisition LLC as of or after the Petition Date, and (j) the respective predecessors, successors and assigns, and current and former shareholders, affiliates, subsidiaries, parents, principals, employees, agents, officers, directors, managers, trustees, partners, members, professionals, representatives, advisors, attorneys, financial advisors, crisis managers, accountants, investment bankers and consultants of each of the Entities in (a)-(i).

1.43 “Final Order” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified or amended, as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought; provided, that, the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or the Local Bankruptcy Rules of the Bankruptcy Court, may be filed

relating to such order shall not prevent such order from being a Final Order; provided, further, that the Debtors reserve the right to waive any appeal period.

1.44 “General Unsecured Claim” means a Claim against the Debtors, which is not an Administrative Claim, Compensation Claim, Priority Tax Claim, Secured Claim, Priority Non-Tax Claim, Intercompany Claim or Section 510(b) Claim.

1.45 “Impaired” means, with respect to a Claim, or class of Claims, “impaired” within the meaning of the Bankruptcy Code section 1124.

1.46 “Intercompany Claims” means any amounts due or obligation among or between the Debtors and/or any of Ecotality Australia Pty Ltd., Portable Energy Dd Mexico S.A. DE C.V., and Ecotality Asia Pacific Limited, including without limitation intercompany receivables, intercompany investments, intercompany guarantees, contribution due to intercompany liabilities, or ownership interests of one Debtor by another Debtor, as identified in the Plan Supplement.

1.47 “Interim Compensation Order” means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* [Docket No. 337], entered on November 25, 2013, as the same may be modified by a Bankruptcy Court order approving the retention of a specific Professional or otherwise.

1.48 “Lien” means any charge against or interest in property to secure payment of a debt or performance of an obligation and includes, without limitation, any judicial lien, security interest, mortgage, deed of trust or statutory lien as defined in Bankruptcy Code section 101.

1.49 “Limited Released Parties” means the Debtors’ current and former officers and directors, shareholders, affiliates, subsidiaries, principals, employees, agents, managers, trustees, partners, members, professionals, representatives, advisors, attorneys, financial advisors, accountants, investment bankers and consultants.

1.50 “Liquidating Trust” means the trust described in Section 4.1 to be established under laws of the state of Arizona that will effectuate the Liquidating Trust Agreement.

1.51 “Liquidating Trust Agreement” means the Liquidating Trust Agreement, the form of which will be included in the Plan Supplement, to be dated on or prior to the Effective Date, between the Debtors and the Liquidating Trustee, governing, among other things, the disposition of the Liquidating Trust Assets and distribution of the proceeds thereof in accordance with the Plan, and setting forth the duties and obligations of the Liquidating Trustee.

1.52 “Liquidating Trust Assets” means (a) the Excluded Assets, including Avoidance Actions, all Cash that is property of Debtors, including the Trust Deposit and the balance of the Minimum Distribution; (b) any Causes of Action (except to the extent a Cause of Action was transferred from the Debtors to an applicable Buyer under the respective APA);

(c) all rights, claims and/or assets under any and all contracts, leases and agreements which have been rejected by the Debtors, including all rights and/or assets; and (d) any proceeds of the foregoing.

1.53 “Liquidating Trustee” means that Person or Entity under the Liquidating Trust Agreement responsible, as trustee of the Liquidating Trust, for implementing and carrying out the terms of the Liquidating Trust Agreement and the Plan, as selected by the Debtors and the Committee and identified in the Plan.

1.54 “Minimum Distribution” has the meaning ascribed in Section 4.12(a)(iii).

1.55 “New Board” means, collectively, the initial board of directors or members, as the case may be, of each of the Reorganized Debtors.

1.56 “New Corporate Governance Documents” means the form of the amended and restated articles of incorporation and bylaws, or other similar organizational and constituent documents, for each of the Reorganized Debtors, and which forms shall be included in the Plan Supplement.

1.57 “OCP Order” means the Final Order Authorizing the Employment and Compensation of Professionals Utilized in the Ordinary Course of Business [Docket No. 231].

1.58 “Person” means a “person” as defined in Bankruptcy Code section 101(41).

1.59 “Petition Date” means September 16, 2013, the date each Debtor filed its petition commencing the Chapter 11 Cases.

1.60 “Plan Contributor” means Blink UYA, LLC, who shall be deemed, only after the occurrence of the Effective Date, a Plan co-proponent as contemplated by section 1129 of the Bankruptcy Code; provided, however, that such Plan co-proponent status shall only afford the Plan Contributor the right, subject to applicable law, to seek amendments of the Plan after the Effective Date, as necessary, to enforce the terms of the Plan, subject to the prior written consent of the Liquidating Trustee and the Stock Trustee and upon reasonable notice regarding any such amendment; provided, further, and for the avoidance of doubt, that such Plan co-proponent status shall not afford the Plan Contributor the right to object, oppose or interfere in any manner with any action taken by the Debtors to seek additional extensions of the exclusive filing period under Bankruptcy Code section 1121(c)(3).

1.61 “Plan Stock” has the meaning ascribed in Section 4.12(a)(i).

1.62 “Plan Stockholder” means the Plan Contributor.

1.63 “Plan Supplement” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan, in the discretion of the Debtors, including the Liquidating Trust Agreement, the Stock Trust Agreement, the Tax Sharing Agreement, the Stock Pledge Agreement, the Service Contracts, the list of Intercompany Claims and the New Corporate Governance Documents, which shall be in form and substance reasonably acceptable

to the Debtors, the Committee and the Plan Contributor, which the Debtors shall respectively use reasonable efforts to cause to be filed seven (7) days prior to (but in no event later than) by the Confirmation Objection Deadline, and additional documents filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement, as may be amended, supplemented, or modified from time to time in accordance with the terms hereof, the Bankruptcy Code, and the Bankruptcy Rules.

1.64 “Priority Non-Tax Claim” means a Claim to the extent that it is of the kind described in, and entitled to priority under, Bankruptcy Code section 507(a)(3), (4), (5) or (6), but other than any Priority Tax Claim.

1.65 “Priority Tax Claim” means a Claim to the extent that it is of the kind described in, and entitled to priority under, Bankruptcy Code section 507(a)(8).

1.66 “Professional” means a Person or Entity employed by the Debtors or the Committee pursuant to a Final Order in accordance with the Bankruptcy Code sections 327, 328 or 1103.

1.67 “Proof of Claim” means a proof of claim filed by a holder of a Claim against any Debtor (as may be amended and supplemented from time to time pursuant to the Bankruptcy Code or Bankruptcy Rules) on or before the applicable Bar Date, or such other time as may be permitted by the Bankruptcy Court or agreed to by the Debtors or the Liquidating Trustee, as applicable.

1.68 “Purchased Assets” means the assets purchased by Blink Acquisition, LLC pursuant to the APA between the Debtors and such entity.

1.69 “Qualified Creditor Stock” has the meaning ascribed in Section 4.12(a)(i).

1.70 “Qualified Creditor Stock Beneficiary” means a Creditor with an Allowed General Unsecured Claim against Debtors which Allowed General Unsecured Claim is qualified under section 382(l)(5)(E) of the Tax Code.

1.71 “Released Parties” means, collectively: (a) the Debtors; (b) the Plan Contributor; (c) the Committee; (d) counsel for the Committee; and (e) Blink Acquisition, LLC.

1.72 “Reorganized Debtors” mean the Debtors upon and after the Effective Date.

1.73 “Reorganized ECOTality” means Debtor ECOTality, Inc. upon and after the Effective Date.

1.74 “Reorganized Stock” shall mean, collectively, the Qualified Creditor Stock and the Plan Stock.

1.75 “Schedules” means the schedules of assets and liabilities and the statements of financial affairs filed by each of the Debtors pursuant to the Bankruptcy Code section 521, Bankruptcy Rule 1007, and the Official Forms of the Bankruptcy Rules, as such schedules and statements have been or may be supplemented or amended from time to time through the Confirmation Date in accordance with Bankruptcy Rule 1009.

1.76 “Section 510(b) Claims” means any Claim against any Debtor arising from rescission of a purchase or sale of a security of any Debtor, for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under Bankruptcy Code section 502 on account of such a Claim.

1.77 “Secured” means when referring to a Claim: (a) secured by a Lien on property in which an Estate has an interest, which Lien is valid, perfected and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to Bankruptcy Code section 553, to the extent of the value of the Creditor’s interest in an Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to Bankruptcy Code section 506(a) or (b) Allowed as such pursuant to the Plan.

~~1.78 “Service Contract” means any contract(s) and agreement(s) to be identified in the Plan Supplement and any future contracts or leases among Reorganized ECOTality and the Plan Stockholder or affiliate that may be required for Reorganized ECOTality to maintain the Business Enterprise.~~

~~1.79~~1.78 “Stock Pledge Agreement” has the meaning ascribed in Section 4.12(a)(iii)(2).

~~1.80~~1.79 “Stock Trust” means the trust established by the Stock Trust Agreement pursuant to the Stock Trust Agreement.

~~1.81~~1.80 “Stock Trust Agreement” means that certain Qualified Creditor Stock Trust Agreement, the form of which shall be included in the Plan Supplement.

~~1.82~~1.81 “Stock Trust Assets” means the Qualified Creditor Stock, the right to payments under the Tax Sharing Agreement, and the right to receive the Minimum Distribution, and any amounts received in respect of or proceeds from the foregoing.

~~1.83~~1.82 “Stock Trustee” means the trustee appointed under the Stock Trust, who shall, among other things, collectively, hold the right to exercise any and all rights and duties provided for under the Stock Trust Agreement.

~~1.84~~1.83 “Tax Code” means the Internal Revenue Code of 1986, as amended.

~~1.85~~1.84 “Tax Sharing Agreement” means that certain Tax Sharing Agreement which governs the relationship between the Stock Trust, Reorganized ECOTality

and the Plan Stockholder with respect to the sharing of certain anticipated tax benefits, the form of which shall be included in the Plan Supplement.

~~1.86~~1.85 “Treasury Regulations” means the regulations promulgated pursuant to the Tax Code.

~~1.87~~1.86 “Trust Agreements” mean the Liquidating Trust Agreement and/or the Stock Trust Agreement.

~~1.88~~1.87 “Trust Deposit” has the meaning ascribed in Section 4.12(a)(iii)(1).

~~1.89~~1.88 “Trusts” mean the Stock Trust and the Liquidating Trust.

~~1.90~~1.89 “United States Trustee” means the United States Trustee for Region 14.

~~1.91~~1.90 “Unimpaired” means, with respect to a class of Claims, a class of Claims that is not Impaired.

~~1.92~~1.91 “Unsecured Claims Fund” means the Liquidating Trust Assets available for distribution after such assets have been monetized, to the extent applicable, to holders of Allowed Class 3 General Unsecured Claims by the Liquidating Trustee pursuant to the terms of the Liquidating Trust Agreement.

ARTICLE II.

CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Unclassified Claims.

2.1 Administrative Claims. Unless otherwise agreed to by the holder of an Allowed Administrative Claim and the Debtors or the Liquidating Trustee, as applicable, to the extent an Allowed Administrative Claim has not already been paid in full or otherwise satisfied during the Chapter 11 Cases, each holder of an Allowed Administrative Claim will receive from the Debtors or the Liquidating Trustee, as applicable, in full and final satisfaction of its Allowed Administrative Claim, Cash equal to the amount of the unpaid portion of such Allowed Administrative Claim either: (a) if such Allowed Administrative Claim is allowed as of the Effective Date, no later than forty-five (45) days after the Effective Date or as soon as reasonably practicable thereafter; (b) if the Claim is not Allowed as of the Effective Date, no later than forty-five (45) days after the date on which an order of the Bankruptcy Court allowing such Claim becomes a Final Order, or as soon thereafter as reasonably practicable thereafter; or (c) if the Allowed Administrative Claim is based on liabilities incurred by the Estates in the ordinary course of their business after the Petition Date, pursuant to the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim, without any further action by the holder of such Allowed Administrative Claim.

Except as otherwise provided by a Final Order previously entered by the Bankruptcy Court (including the OCP Order) or as provided herein, unless previously filed,

requests for payment of Allowed Administrative Claims must be filed and served on the Debtors no later than the Administrative Claims Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order. Holders of Allowed Administrative Claims that are required to file and serve a request for payment of such Allowed Administrative Claims that do not file and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Claims against the Debtors or their property, and such Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be filed and served on the requesting party by the Administrative Claims Objection Bar Date.

2.2 **Compensation Claims.** Notwithstanding any other provision of the Plan concerning Administrative Claims, any Professional seeking an award by the Bankruptcy Court of an Allowed Administrative Claim on account of Compensation Claims (a) shall no later than sixty (60) days after the Effective Date, file a final application for allowance of compensation for services rendered and reimbursement of expenses incurred through and including the Confirmation Date and (b) shall receive from the Debtors or the Liquidating Trustee, as applicable, as soon as reasonably practicable after such Claim is allowed, in full settlement, satisfaction, and release of, and in exchange for, such Allowed Administrative Claim, Cash in an amount equal to the unpaid amount of such Allowed Compensation Claim in accordance with any Final Order allowing such Allowed Compensation Claim.

(a) **Post-Confirmation Date Fees and Expenses**

Except as otherwise specifically provided in the Plan, on and after the Confirmation Date, the Debtors or the Liquidating Trustee, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable fees and expenses incurred by Professionals on or after the Confirmation Date. Upon the Confirmation Date, any requirement that Professionals comply with Bankruptcy Code sections 327 through 331 and 1103 or the Interim Compensation Order in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors or the Liquidating Trustee, as applicable, may pay any Professional in the ordinary course of business without any further notice, action, order or approval of the Bankruptcy Court.

2.3 **Substantial Contribution Compensation and Expenses.** Except as otherwise specifically provided in the Plan, any Person or Entity that requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to Bankruptcy Code sections 503(b)(3), (4) or (5) must file an application and serve such application on counsel for the Debtors or the Liquidating Trustee, as applicable, and as otherwise required by the Bankruptcy Court, the Bankruptcy Code or the Bankruptcy Rules on or before the Administrative Claim Bar Date, or be forever barred from seeking such compensation or expense reimbursement. All rights of the Debtors, the Liquidating Trustee, the United States Trustee and all other parties in interest to object to such request are expressly reserved.

2.4 **Priority Tax Claims.** Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction,

compromise, settlement, release and discharge of, and in exchange for, each Allowed Priority Tax Claim, each holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in Bankruptcy Code section 1129(a)(9)(C).

B. General Rules.

2.5 **Classification.** Pursuant to Bankruptcy Code sections 1122 and 1123, the following designates the Classes of Claims and Equity Interests under the Plan. A Claim or Equity Interest is in a particular Class for purposes of voting on, and of receiving distributions pursuant to, the Plan only to the extent that such Claim or Equity Interest is an Allowed Claim or Allowed Equity Interest in that Class and such Claim or Equity Interest has not been paid, released or otherwise settled prior to the Effective Date. A Claim or Equity Interest shall be deemed classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class, and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class.

C. Summary of Classification of Claims and Equity Interests.

<u>Class</u>	<u>Designation</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
1	Allowed Secured Claims	Unimpaired	No (deemed to accept)
2	Allowed Priority Non-Tax Claims	Unimpaired	No (deemed to accept)
3	Allowed General Unsecured Claims	Impaired	Yes
4	Intercompany Claims	Unimpaired	No (deemed to accept)
5	Section 510(b) Claims	Impaired	No (deemed to reject)
6	Equity Interests	Impaired	No (deemed to reject)

D. Classified Claims and Equity Interests

2.6 **Class 1 – Secured Claims.**

(a) **Classification.** Class 1 consists of all Allowed Secured Claims against the Debtors.

(b) **Treatment.** Except to the extent that a holder of an Allowed Secured Claim agrees to a less favorable treatment of its Allowed Secured Claim, in full and final satisfaction, settlement, release and discharge of, and in exchange for, each Allowed Secured Claim, each such holder thereof shall receive, at the option of the Debtors or Liquidating Trustee, as applicable, either: (i) payment in full in Cash of such holder's Allowed Secured Claim; (ii) reinstatement of such holder's Allowed Secured Claim; (iii) return of any collateral subject to such holder's Allowed Secured Claim; or (iv) such other treatment rendering such holder's Allowed Secured Claim Unimpaired.

(c) Impairment and Voting. Class 1 Claims are Unimpaired and the holders thereof are not entitled to vote on the Plan.

2.7 Class 2 – Priority Non-Tax Claims.

(a) Classification. Class 2 consists of all Allowed Priority Non-Tax Claims against the Debtors.

(b) Treatment. Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to a less favorable treatment of its Allowed Priority Non-Tax Claim, in full and final satisfaction, settlement, release and discharge of, and in exchange for, each Allowed Priority Non-Tax Claim, each such holder thereof shall receive, at the option of the Liquidating Trustee, either: (i) payment in full in Cash of such holder's Allowed Priority Non-Tax Claim; or (ii) such other treatment rendering such Allowed Priority Non-Tax Claim Unimpaired.

(c) Impairment and Voting. Class 2 Claims are Unimpaired and the holders thereof are not entitled to vote on the Plan.

2.8 Class 3 – General Unsecured Claims.

(a) Classification. Class 3 consists of all Allowed General Unsecured Claims against the Debtors.

(b) Treatment. Except to the extent that a holder of an Allowed General Unsecured Claim agrees to a less favorable treatment of its Allowed General Unsecured Claim, in full and final satisfaction, settlement, release and discharge of, and in exchange for, each Allowed General Unsecured Claim, each holder thereof shall receive (a) [a pro rata beneficial interest in the Liquidating Trust, subject to the terms and conditions of the Liquidating Trust Agreement, together with](#) Cash in an amount equal to ~~the~~[a](#) pro rata share of the Unsecured Claims Fund [to be distributed by the Liquidating Trust](#) and (b) to the extent a holder of an Allowed General Unsecured Claim constitutes a Qualified Creditor Stock Beneficiary, [a pro rata beneficial interest in the Stock Trust, subject to the terms and conditions of the Stock Trust Agreement, together with](#) distributions under, and in accordance with, the Tax Sharing Agreement and the Stock Trust Agreement, as applicable.

(c) Impairment and Voting. Class 3 Claims are Impaired and the holders thereof are entitled to vote on the Plan.

2.9 Class 4 – Intercompany Claims.

(a) Classification. Class 4 consists of all Intercompany Claims.

(b) Treatment. All Class 4 Claims shall be, ~~at the election of the Reorganized Debtors, remain Unimpaired, as may be agreed to by the Reorganized Debtors and the holder of such Intercompany Claim.~~ For the avoidance of doubt, holders of Class 4

Intercompany Claims shall not be entitled to any distribution from the Unsecured Claims Fund or on account of the Trust Agreements and Tax Sharing Agreement, as applicable.

(c) Impairment and Voting. Class 4 Claims are Unimpaired and holders thereof are deemed to accept the Plan.

2.10 **Class 5 – Section 510(b) Claims.**

(a) Classification. Class 5 consists of all Section 510(b) Claims.

(b) Treatment. All Class 5 Claims shall be discharged, cancelled, released and extinguished as of the Effective Date without any distribution on account of such Claims.

(c) Impairment and Voting. Class 5 Claims are Impaired and holders thereof are deemed to reject the Plan.

2.11 **Class 6 – Equity Interests.**

(a) Classification. Class 6 consists of all Equity Interests.

(b) Treatment. All Equity Interests shall be discharged, cancelled, released and extinguished without any distribution on account of such Equity Interests. For clarity, the Equity Interests in the Debtors other than Ecotality, Inc. (the parent company of such Debtors,) ECotality Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V., shall be cancelled and reissued to Reorganized Ecotality.

(c) Impairment and Voting. Class 6 Equity Interests are Impaired and holders thereof are deemed to reject the Plan.

E. Additional Provisions Regarding Unimpaired Claims and Subordinated Claims.

2.12 **Special Provision Regarding Unimpaired Claims.** Except as otherwise explicitly provided in the Plan, nothing shall affect the Debtors' or the Liquidating Trustee's rights and defenses, both legal and equitable, with respect to any Unimpaired Claims, including, but not limited to, all rights with respect to legal and equitable defenses to setoffs or recoupments asserted against Unimpaired Claims.

2.13 **Subordinated Claims.** The allowance, classification and treatment of all Allowed Claims and Allowed Equity Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Equity Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, Bankruptcy Code section 510(b), or otherwise. Pursuant to Bankruptcy Code section 510, the Debtors, subject to the reasonable consent of the Plan Contributor, reserve the

right to re-classify any Allowed Claim or Allowed Equity Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

ARTICLE III. **ACCEPTANCE**

3.1 **Elimination of Vacant Classes.** Any Class of Claims that does not have a holder of an Allowed Claim or a Claim temporarily allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to Bankruptcy Code section 1129(a)(8).

3.2 **Cramdown.** The Debtors shall request confirmation of the Plan, as it may be modified from time to time, under Bankruptcy Code section 1129(b). The Debtors reserve the right to modify the Plan to the extent, if any, that confirmation pursuant to Bankruptcy Code section 1129(b) requires modification to the Plan.

ARTICLE IV. **MEANS FOR IMPLEMENTATION OF PLAN**

4.1 **Liquidating Trust.** Distributions to holders of Allowed Claims (including Compensation Claims) contemplated under the Plan shall be funded by the proceeds of Liquidating Trust Assets. After the payment or reservation for, as applicable, the expenses of administering the Liquidating Trust, including the winding down and closing of the Chapter 11 Cases (including with respect to any fees and expenses incurred by any Professionals after the Confirmation Date), the fees and expenses of the Liquidating Trustee and its retained professionals, all Allowed Administrative Claims, Allowed Compensation Claims, Allowed Priority Tax Claims, Allowed Secured Claims, Allowed Priority Non-Tax Claims and appropriate reserves, and any remaining assets shall be used to fund the Unsecured Claims Fund.

(a) **Creation.** On the Effective Date, the Liquidating Trust shall be created pursuant to the Liquidating Trust Agreement, the terms of which shall be incorporated herein by reference. As of the Effective Date, all of the Liquidating Trust Assets shall be transferred to the Liquidating Trust, pursuant to the terms of the Liquidating Trust Agreement. The Liquidating Trust shall be established for the sole purpose of liquidating and distributing the Liquidating Trust Assets, in accordance with Treasury Regulation section 301.7701-4(d).

(b) **Employment and Compensation of Professionals.** In accordance with the Liquidating Trust Agreement, the Liquidating Trust may employ such counsel (which may include one or more of the same counsel employed by either the Debtors or the Committee), advisors and other professionals (which may include one or more of the same Professionals employed by either the Debtors or the Committee) selected by the Liquidating Trustee that the Liquidating Trustee reasonably requires to perform its responsibilities under the Plan without further order from the Bankruptcy Court. The Liquidating Trust's professionals shall be compensated at their respective standard hourly rates as agreed to by the Liquidating Trustee, without further motion, application, notice, or other order of the

Bankruptcy Court. The fees and expenses of the Liquidating Trust's professionals shall be satisfied out of the Liquidating Trust Assets.

4.2 **Liquidating Trustee.**

(a) Appointment. The Liquidating Trustee shall be deemed appointed on the Effective Date, without further motion, application, notice, hearing or other order of the Bankruptcy Court. The Debtors hereby recommend that the initial Liquidating Trustee shall be Carolyn Johnsen, which recommendation is acceptable to the Committee. Ms. Johnsen has served as counsel to the Committee and, as a result, is knowledgeable about the Debtors, the Chapter 11 Cases and the Liquidating Trust Assets. For further information regarding Ms. Johnsen's qualifications to serve as the Liquidating Trustee, please refer to **Exhibit B** of the Disclosure Statement. In the event Ms. Johnsen does not serve as Liquidating Trustee for some reason, the Debtors reserve the right to select a Person or Entity to serve as the Liquidating Trustee, which selection shall be reasonably acceptable to the Committee.

(b) Duties. As more fully described in the Liquidating Trust Agreement, the Liquidating Trustee shall have the responsibility for administering the Liquidating Trust, maintaining applicable reserves, liquidating the Liquidating Trust Assets, and making distributions under the Plan.

(c) No Further Approvals Required/Transfer of Liquidating Trust Assets. In performance of its duties hereunder, the Liquidating Trustee shall have the rights and powers of a debtor in possession under Bankruptcy Code section 1107, and such other rights, powers, and duties necessary, appropriate, advisable or convenient to effectuate the provisions of the Plan. On and after the Effective Date, the Liquidating Trustee shall not be required to obtain any approvals from the Bankruptcy Court, any court or governmental body and/or provide any notices under any applicable laws to implement the terms of the Plan, including the transfer of any Liquidating Trust Assets retained by the Liquidating Trust, except as explicitly set forth in the Liquidating Trust Agreement. As further set forth in the Liquidating Trust Agreement, without limitation of the foregoing, the Liquidating Trustee shall be authorized pursuant to this Plan to transfer any or all of the Liquidating Trust Assets without necessity of any further notice or approval of the Bankruptcy Court and/or under any applicable state or federal law. This provision shall be subject in its entirety to the Liquidating Trust Agreement.

4.3 **Stock Trust.**

(a) Creation. On the Effective Date, the Stock Trust shall be created pursuant to the Stock Trust Agreement, the terms of which shall be incorporated herein by reference. As of the Effective Date, all of the Stock Trust Assets shall be transferred to the Stock Trust pursuant to the terms of the Stock Trust Agreement. The rights of the Qualified Creditor Stock Beneficiaries shall be set forth in the Stock Trust Agreement. The Stock Trust shall be established for the sole purpose of liquidating and distributing the Stock Trust Assets while preserving the value of the Stock Trust Assets, in accordance with Treasury Regulation section 301.7701-4(d).

(b) Employment and Compensation of Professionals. In accordance with the Stock Trust Agreement, the Stock Trust may employ such counsel, advisors and other professionals selected by the Stock Trustee that the Stock Trust reasonably requires to perform its responsibilities under the Plan without further order from the Bankruptcy Court. The Stock Trust's professionals shall be compensated at their respective standard hourly rates as agreed to by the Stock Trustee, without further motion, application, notice, or other order of the Bankruptcy Court.

4.4 Stock Trustee.

(a) Appointment. The Stock Trustee shall be deemed appointed on the Effective Date, without further motion, application, notice, hearing or other order of the Bankruptcy Court. The Debtors hereby recommend that the initial Stock Trustee shall be Carolyn Johnsen, which recommendation is acceptable to the Committee. Ms. Johnsen has served as counsel to the Committee and, as a result, is knowledgeable about the Debtors, the Chapter 11 Cases and the Stock Trust Assets. For further information regarding Ms. Johnsen's qualifications to serve as the Stock Trustee, please refer to **Exhibit B** of the Disclosure Statement. In the event Ms. Johnsen is not able or determines not to serve as Stock Trustee for some reason as of the Effective Date, the Debtors reserve the right to select a Person or Entity to serve as the Stock Trustee, which selection shall be reasonably acceptable to the Committee.

(b) Duties. The Stock Trustee shall have the responsibility for administering the Stock Trust in accordance with the Stock Trust Agreement.

(c) No Further Approvals Required/Transfer of Stock Trust Assets. On and after the Effective Date, the Stock Trustee shall not be required to obtain any approvals from the Bankruptcy Court, any court or governmental body and/or provide any notices under any applicable laws to implement the terms of the Plan, including the transfer of any Stock Trust Assets retained by the Stock Trust, except as explicitly set forth in the Stock Trust Agreement. As further set forth in the Stock Trust Agreement, without limitation of the foregoing, the Stock Trustee shall be authorized pursuant to this Plan to transfer any or all of the Stock Trust Assets without necessity of any further notice or approval of the Bankruptcy Court and/or under any applicable state or federal law. This provision shall be subject in its entirety to the Stock Trust Agreement.

4.5 New Board. Subject to any requirement of Bankruptcy Court approval pursuant to section 1129(a)(5) of the Bankruptcy Code, and except as may otherwise be disclosed in the Plan Supplement, on the Effective Date, the directors and officers identified in the Plan Supplement, and who shall be reasonably acceptable to the Plan Contributor, the Debtors and the Committee, shall serve as the New Board of the Reorganized Debtors that are corporations. Pursuant to section 1129(a)(5), the Debtors will disclose in the Plan Supplement, on or prior to the Confirmation Date, the identity and affiliations of any Person proposed to serve on a Reorganized Debtor's New Board and, to the extent such Person is an Insider, the nature of any compensation for such Person. After the Effective Date, the corporate governance and management of the Reorganized Debtors shall be determined by the

applicable board of managers or board of directors in accordance with the laws of the applicable state or country of organization.

4.6 Cancellation of Notes, Instruments, and Outstanding Equity Interests. On the Effective Date, except as otherwise provided for in the Plan or any agreement, instrument or other document incorporated in the Plan or the Plan Supplement, all agreements, stock, instruments, certificates and other documents in respect of the Equity Interests shall be cancelled, and the obligations of the Debtors thereunder or in any way related thereto shall be fully released and discharged. For clarity, the Equity Interests in the Debtors other than Ecotality, Inc. (the parent company of such Debtors), ECotality Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V., shall be cancelled and reissued to Reorganized Ecotality.

4.7 Cancellation of Liens. On the Effective Date, except as otherwise provided for in the Plan or any agreement, instrument or other document incorporated in the Plan or the Plan Supplement, any Lien securing any Claim shall be deemed released, and the holder of such Claim shall be authorized and directed to release any collateral or other property of any Debtor held by such holder and to take such actions as may be requested by the Debtors or the Liquidating Trustee, as applicable, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be requested by the Debtors or the Liquidating Trustee, as applicable.

4.8 Exemption from Certain Transfer Taxes and Recording Fees. To the fullest extent permitted by Bankruptcy Code section 1146(a), any transfer from a Debtor to the Liquidating Trustee or to any entity under, pursuant to, in contemplation of, or in connection with the Plan or through: (a) the issuance, distribution, transfer or exchange of any debt, securities or other interest in the Debtors; (b) the creation, modification, consolidation or recording of any mortgage, deed of trust or other security interest, or the securing of additional indebtedness by such or other means; (c) the making, assignment or recording of any lease or sublease; or (d) the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee or other similar tax or governmental assessment, and the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

4.9 No Further Approvals. The transactions contemplated by the Plan shall be approved and effective as of the Effective Date without the need for any further state or local regulatory approvals or approvals by any non-Debtor parties, and without any requirement for further action by the Debtors or the Liquidating Trustee, as applicable.

4.10 **Dissolution of Committee.** The Committee shall continue in existence until the Effective Date to exercise those powers and perform those duties specified in Bankruptcy Code section 1103 and shall perform such other duties as it may have been assigned by the Bankruptcy Court prior to the Effective Date. On the Effective Date, the Committee shall be dissolved and the Committee's members shall be deemed released of all their duties, responsibilities and obligations in connection with the Chapter 11 Cases or the Plan and its implementation, and the retention or employment of the Committee's Professionals shall terminate.

4.11 **Pre-Effective Date Injunctions or Stays.** All injunctions or stays, whether by operation of law or by order of the Bankruptcy Court, provided for in the Chapter 11 Cases pursuant to Bankruptcy Code sections 105 or 362 or otherwise that are in effect on the Confirmation Date shall remain in full force and effect until the Effective Date.

4.12 **Restructuring and Other Corporate Actions and Transactions.**

(a) **Restructuring Transactions.** Upon the Effective Date, the following transactions shall be effectuated contemporaneously:

(i) All of the issued and outstanding capital stock of ECotality, Inc. shall be cancelled and new shares of common stock, the Reorganized Stock, shall be issued as follows: 50% to the Stock ~~Trustee~~Trust for the *pro rata* benefit of the Qualified Creditor Stock Beneficiaries (the "Qualified Creditor Stock") and 50% to the Plan Stockholder (the "Plan Stock"). For clarity, the Equity Interests in the Debtors other than Ecotality, Inc. (the parent company of such Debtors), ECotality Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V., shall also be cancelled and reissued to Reorganized Ecotality.

(ii) The Plan Stockholder, the Reorganized Debtors and the Stock ~~Trustee~~Trust shall execute the Tax Sharing Agreement.

(iii) The Qualified Creditor Stock Beneficiaries shall receive, on a *pro rata* basis, no less than \$925,000 (the "Minimum Distribution") as follows:

(1) The Plan Contributor ~~has deposited~~shall deposit \$200,000 in cash (the "Trust Deposit") with the Debtors as further described in the Confirmation Order, to be held in trust and to be distributed ~~pursuant to Section 4.12(a)(iii)(2) to the Liquidating Trust.~~

~~(2) In the event that the Qualified Creditor Stock Beneficiaries have not received at least \$925,000 in cash on or prior to the third anniversary of the Effective Date on account of their Qualified Creditor Stock or the Tax Sharing Agreement, then, within thirty (30) days after the third anniversary of the Effective Date, the Plan Contributor shall pay to the Liquidating Trust, without setoff or reduction of any kind or for any purpose, \$725,000 as follows: three equal installments, the first to be paid, in cash, no later than the thirtieth (30th) day after the third anniversary of the Effective Date (the "First Payment Date"), and on the same date yearly thereafter until the third and final payment is~~

~~made. Any such payment shall be reduced dollar for dollar to the extent a payment has previously been made by Reorganized ECOTality to the Stock Trust whether pursuant to the Tax Sharing Agreement on account of a tax benefit to Reorganized ECOTality or otherwise. The Liquidating Trustee shall distribute to the Qualified Creditor Stock Beneficiaries their *pro rata* share of such \$725,000 in addition to the Trust Deposit pursuant to the Liquidating Trust Agreement and the Stock Trust Agreement, as applicable. The obligation of the Plan Contributor to pay the balance of the Minimum Distribution after payment of the Trust Deposit as contemplated in Section 4.12 shall be secured by a physical pledge of such number of shares of common stock of Car Charging Group, Inc. that have the value, as of the Effective Date, of the Minimum Distribution (the "Pledged Shares") in favor of the Liquidating Trust pursuant to a stock pledge agreement (the "Stock Pledge Agreement"). A stock certificate or certificates representing the Pledged Shares shall be delivered in pledge to the Stock Trustee on the Effective Date. The Stock Trustee may exercise any remedies, immediately and without interference by any party, under the Stock Pledge Agreement, including the right to foreclose on the Pledged Shares, in the event of a failure to make any payment due under the Stock Trust Agreement and the Tax Sharing Agreement by Reorganized ECOTality or the Plan Contributor, as applicable, to the Stock Trust. Promptly after the end of each succeeding year following the Effective Date, to the extent the value of the Pledged Shares at such time no longer is equal to the amount of the Minimum Distribution that remains unpaid to the Stock Trust, no later than five (5) business days after receiving notice of such deficiency from the Stock Trustee, which notice shall include a calculation of the deficiency and may only be provided by the Stock Trustee to the Plan Contributor promptly after the end of each calendar year, the Plan Contributor shall pledge additional shares of common stock of Car Charging Group, Inc. as Pledged Shares such that the value of the Pledged Shares in the aggregate equals the amount of the Minimum Distribution that then remains unpaid to the Stock Trust (i.e. less any amounts paid pursuant to this Plan, including amounts paid at any time after the First Payment Date, pursuant to the Tax Sharing Agreement and the Stock Trust). For purposes of the foregoing yearly review of the value of the Pledged Shares relative to the amount of the Minimum Distribution that remains unpaid, the value of such Pledged Shares shall be the average of the closing prices of the common stock of Car Charging Group, Inc. listed on the OTC Bulletin Board (or such other securities exchange or over the counter trading market or service on which such shares are then traded or quoted) for the ten (10) consecutive trading days ending five (5) days prior to the delivery of the notice referenced above in this Section 4.12(a)(iii)(2).~~

(2) In full satisfaction of the obligation of the Plan Contributor to pay the balance of the Minimum Distribution in Cash after payment of the Trust Deposit as contemplated in Section 4.12(a)(iii)(1), as more fully set forth in the Plan Supplement (i) the Stock Trustee shall be distributed from Car Charging Group, Inc. ("CCGI") the Series B Convertible Preferred Stock of CCGI in accordance with the terms and conditions set forth in that certain *Certificate of Designations of Preferences, Rights and Limitations of Series B Convertible Preferred Stock of Car Charging Group, Inc.* substantially in the form filed in the Plan Supplement, and (ii) the Stock Trust shall receive any distribution on account of the Qualified Creditor Stock, and (iii) the Stock Trust shall receive any distribution on account of the Tax Sharing Agreement.

(3) The Stock Trustee shall use commercially reasonable efforts, within thirty (30) days after the Effective Date, to provide the Liquidating Trustee with a list and contact information for all Qualified Creditor Stock Beneficiaries existing as of that date.

(4) The Stock Trustee shall use commercially reasonable efforts, within thirty (30) days prior to the third anniversary of the Effective Date, to provide the Liquidating Trustee with a list and contact information for all Qualified Creditor Stock Beneficiaries existing as of that date, as well as an accounting of all distributions made to the Qualified Creditor Stock Beneficiaries on account of the Plan Stock and the Tax Sharing Agreement.

(b) Continued Operation of Reorganized ECOTality. On and after the Effective Date, Reorganized ECOTality shall continue in business as a Business Enterprise.

(i) The New Corporate Governance Documents shall, as of the Effective Date, be adopted and shall go into effect in accordance with applicable state law. Such documents shall conform to the terms of this Plan and any agreements ancillary to this Plan and shall otherwise be in form and substance reasonably acceptable to the Debtors, the Committee and the Plan Contributor. For the avoidance of doubt, nothing in New Corporate Governance Documents shall impair the rights of the Stock Trust or the obligations of the Plan Contributor as set forth in this Plan.

(ii) On and after the Effective Date, the Plan Stockholder shall transfer and assign ~~its~~such rights and obligations ~~pursuant to the Service Contracts to Reorganized ECOTality as it deems required to maintain the Business Enterprise,~~ and Reorganized ECOTality shall accept such ~~assignment~~transfers and/or assignments.

(iii) ~~Subject to the consent of the Debtors and the Committee,~~ Reorganized ECOTality may, in ~~its~~the discretion ~~as required for Reorganized ECOTality to maintain the Business Enterprise of the New Board,~~ pursuant to and under the terms of the loan documents ~~included in~~consistent with the terms contained in Exhibit [] to the Plan Supplement, enter into a loan for borrowed money as needed to fund ~~its~~the operations of Reorganized ECOTality under a revolving line of credit (the "Operating Line of Credit"). The Operating Line of Credit, ~~subject to the consent of the Debtors and the Committee,~~ shall be secured by interests in ~~(i)~~a all of the assets of Reorganized ECOTality acquired by the Reorganized ECOTality after the Effective Date (for clarity, and without limitation, expressly excluding the Liquidating Trust Assets), ~~(ii)~~a a pledge of the Plan Stock and/or ~~(iii)~~a a pledge of the Qualified Creditor Stock, which pledge may only ~~be exercised~~foreclosed upon if an event of default (as defined in the loan documents pursuant to which the Operating Line of Credit is provided) has ~~occurred~~been declared and is continuing, following not less than five (5) business days' written notice thereof to the Stock Trustee. ~~An~~In the event of a default under the Operating Line of Credit ~~shall constitute an event of default under the Stock Pledge Agreement and,~~ the Stock Trustee shall be ~~permitted~~authorized to exercise all rights and remedies under the ~~Stock Pledge Agreement, including foreclosing on the Pledged Shares,~~

~~immediately and without notice or interference from any party.~~ Certificate of Designations of Preferences, Rights and Limitations of Series B Convertible Preferred Stock.

~~(iv) No later than five (5) business days after the exercise of remedies upon an event of default under the Operating Line of Credit, the Plan Contributor shall pay the Minimum Distribution (less any amounts previously paid to the Stock Trust for the benefit of the Qualified Creditor Stock Beneficiaries pursuant to the Tax Sharing Agreement and the Stock Trust Agreement, as applicable) to the Stock Trust, without setoff or reduction of any kind or for any purpose, which amounts shall be distributed for the benefit of Qualified Creditor Stock Beneficiaries pursuant to the Trust Agreements, as applicable.~~

(~~v~~iv) The Plan Stockholder may, in its discretion, pursuant to terms that may be agreed upon by Reorganized ECOTality and the Plan Stockholder, transfer assets, other than the Purchased Assets, to Reorganized ECOTality as may be required for Reorganized ECOTality to continue to maintain the Business Enterprise.

(c) General Corporate Actions. Upon the Effective Date, all actions contemplated by the Plan shall be deemed authorized and approved in all respects, including (i) cancellation and reissuance of stock and all other actions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or Reorganized ECOTality, and any corporate action required by the Debtors or Reorganized ECOTality in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the stock holders, the managing members, directors or officers of Debtor ECOTality. On or (as applicable) prior to the Effective Date, the managing members, directors or officers of the Debtors shall be authorized and directed to issue, execute and deliver the agreements, documents, securities, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of an on behalf of the Debtors and Reorganized ECOTality. Such authorizations and approvals shall be effective notwithstanding any requirements under non-bankruptcy law. In the event of any conflict between the provisions of this Plan and any actions, documents, agreements, or otherwise arising from this Section 4.12, the provisions of this Plan shall govern.

ARTICLE V.

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

5.1 Rejection and Repudiation of Executory Contracts and Unexpired Leases. On the Effective Date, all executory contracts and unexpired leases shall be deemed rejected or repudiated pursuant to Bankruptcy Code section 365 other than those executory contracts or unexpired leases that: (a) previously were assumed or rejected by the Debtors; (b) are otherwise addressed in the Confirmation Order; (c) are otherwise addressed in the Plan; or (d) are the subject of a motion to reject such executory contracts or unexpired leases, as applicable, that is pending on the Effective Date, regardless of whether the requested effective date of such rejection is on or after the Effective Date.

5.2 Claims Based on Rejection or Repudiation of Executory Contracts and Unexpired Leases. If the rejection or repudiation of an executory contract or unexpired lease

pursuant to the Plan results in a Claim, then such Claim shall be forever barred and shall not be enforceable against the Debtors or their properties, or any of their interests in properties as agent, successor or assign, unless a Proof of Claim is filed with the Claims and Noticing Agent and served upon counsel to the Liquidating Trustee within thirty (30) days after the earlier of (i) entry of the Confirmation Order and (ii) the effective date of rejection or repudiation of the executory contract or unexpired lease. The Debtors shall give notice of the bar date established by this Section 5.2 to the non-Debtor counterparties to the executory contracts and unexpired leases by service of the Plan, the Confirmation Order, or otherwise. Unless otherwise provided herein, the Liquidating Trustee shall object to such Claims on or before the Claims Objection Bar Date.

5.3 Termination of All Employee, Retiree and Workers' Compensation Benefits. All existing employee benefits (including, without limitation, workers' compensation benefits, health care plans, disability plans, severance benefit plans, incentive plans, and life insurance plans) and retiree benefits (as such term is defined under Bankruptcy Code section 1114(a)) not previously terminated by the Debtors shall be terminated on or before the Effective Date, except as otherwise expressly provided in the Confirmation Order.

5.4 Survival of Certain Indemnification Obligations. Any obligations of the Debtors pursuant to their corporate charters and bylaws or agreements, including amendments, entered into any time prior to the Effective Date, to indemnify, reimburse, or limit the liability of any Person or Entity pursuant to the Debtors' certificates of incorporation, bylaws, policy of providing employee indemnification, applicable state law, or specific agreement in respect of any claims, demands, suits, causes of action, or proceedings against such Person or Entity based upon any act or omission related to such Person or Entity's service with, for, or on behalf of the Debtors prior to the Effective Date with respect to all past, present and future actions, suits, and proceedings relating to the Debtors shall continue as obligations of the Liquidating Trust only in accordance with this Section 5.4, and shall survive confirmation of the Plan, irrespective of whether any such defense, indemnification, reimbursement, or limitation of liability accrued or is owed in connection with an occurrence before or after the Petition Date; provided, however, that all monetary obligations under this Section 5.4 shall be limited solely to available insurance coverage and neither the Liquidating Trust, the Liquidating Trust Assets, the Liquidating Trustee, the Plan Contributor, the Plan Stockholder, Blink Acquisition LLC, the Stock Trust, the Stock Trust Assets, the Stock Trustee nor any of the Reorganized Debtors shall be liable for any such obligations under any circumstance. Any Claim based on the Debtors' obligations set forth in this Section 5.4 shall not be subject to any objection by reason of Bankruptcy Code section 502(e)(1)(B). Notwithstanding anything to the contrary herein, there also shall be no obligation of any kind on the part of the Debtors, the Liquidating Trust, the Liquidating Trustee, the Plan Contributor, the Plan Stockholder, Blink Acquisition LLC, the Stock Trust, the Stock Trustee or any of the Reorganized Debtors with respect to any Claims, suits or actions against a Person or Entity that result in a final order determining that such Person or Entity is liable for fraud, willful misconduct, gross negligence, bad faith, self-dealing or breach of the duty of loyalty.

ARTICLE VI.

PROCEDURES FOR RESOLVING AND TREATING DISPUTED CLAIMS

6.1 Prosecution of Objections to Claims on and after the Effective Date.

(a) On and after the Effective Date, objections to, and requests for estimation of, any Claims, including any Claims scheduled by the Debtors in the Schedules, may be interposed and prosecuted only by the Liquidating Trustee and the Liquidating Trust. Such objections and requests for estimation shall be served on the respective holder of such Claim and filed with the Bankruptcy Court on or before the later of (i) Claims Objection Bar Date and (ii) such other date as may be fixed by the Bankruptcy Court upon a motion filed by the Liquidating Trustee and served only upon the United States Trustee and any party that has filed a notice of appearance and request for service of notices and papers on or after the Effective Date.

(b) On the Effective Date, all pending objections to and requests for estimation of any Claims will vest in the Liquidating Trust.

(c) On and after the Effective Date, the Liquidating Trustee shall be authorized to resolve all respective Disputed Claims by withdrawing or settling objections thereto, or by litigating to judgment in the Bankruptcy Court, or such other court having competent jurisdiction, the validity, nature and/or amount thereof. If the Liquidating Trustee agrees with the holder of a Disputed Claim to compromise, settle and/or resolve a Disputed Claim by granting such holder an Allowed Claim, then the Liquidating Trustee may compromise, settle and/or resolve such Disputed Claim without Bankruptcy Court approval.

6.2 Estimation of Claims. The Liquidating Trustee may, at any time, request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to Bankruptcy Code section 502(c) regardless of whether the Debtors or the Liquidating Trustee, as applicable, scheduled such Claim in the Schedules, previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to any such objection. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, such estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, the Liquidating Trustee may elect to pursue any supplemental proceedings to object to any ultimate allowance of such Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

6.3 No Distributions Pending Allowance. Notwithstanding any other provision hereof, if any portion of a Claim is a Disputed Claim, no payment or distribution provided hereunder shall be made on account of such disputed portion; provided, however, that the Liquidating Trustee may, at its discretion and in accordance with the Trust Agreements, pay any undisputed portion of a Disputed Claim in accordance with the terms of the Plan or the Trust Agreements, as applicable. To the extent that all or a portion of a Disputed Claim is disallowed, the holder of such Claim shall not receive any distribution on account of the

portion of such Claim that is disallowed and any distribution withheld pending the resolution of such Claim shall be reallocated *pro rata* to the holders of Allowed Claims in the same Class.

6.4 **Distributions after Allowance.** To the extent that a Disputed Claim becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of the Plan, the Trust Agreements, and the Confirmation Order. As soon as practicable after the date that an order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Trustees shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled under the Plan.

6.5 **Disallowed Claims.** Any Claim held by a Person or Entity against whom any Debtor or the Liquidating Trust has commenced a proceeding asserting a Cause of Action under Bankruptcy Code section 542, 543, 544, 545, 547, 548, 549, 550, 551 and/or 553, shall be deemed disallowed pursuant to Bankruptcy Code section 502(d) and the holder of such Claim shall not be entitled to vote to accept or reject the Plan. Claims that are deemed disallowed pursuant to this Section 6.5 shall continue to be disallowed for all purposes until such Cause of Action has been settled or resolved by Final Order and any sums due to the Debtors or the Liquidating Trust, as applicable, from such party have been paid.

ARTICLE VII. **DISTRIBUTIONS**

7.1 **Manner of Payment and Distributions under the Plan.** All distributions under the Plan shall be made by the Liquidating Trustee pursuant to the terms of the Trust Agreements, the Plan and the Confirmation Order.

(a) **Distributions to Holders of Allowed Claims.** Subject to the conditions set forth in the Trust Agreements, the Liquidating Trustees will make distributions on account of Allowed Claims as of the Distribution Date or otherwise in accordance with the provisions of Article II hereof or otherwise in the Plan or the Confirmation Order. The Trustees will make subsequent distributions to a holder of such Allowed Claim within a reasonable period of time after such Claim becomes Allowed. Payments of Cash by the Liquidating Trustee pursuant to the Plan and the Trust Agreements may be by check drawn on a domestic bank and shall be made to the address of the holder of such Claim as most recently indicated on or prior to the Effective Date in the Debtors' books and records. At the option of the Liquidating Trustee, payments may be made by wire transfer from a bank.

7.2 **Interest and Penalties on Claims.** Unless otherwise specifically provided for in the Plan, the Trust Agreements, the Confirmation Order, required by applicable bankruptcy law or necessary to render a Claim Unimpaired, postpetition interest and penalties shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest and penalties accruing on or after the Petition Date through the date such Claim is satisfied in accordance with the terms of the Plan.

7.3 **Record Date for Distributions.** None of the Debtors or the Trustees will have any obligation to recognize the transfer of, or the sale of any participation in, any

Allowed Claim that occurs after the close of business on the Distribution Record Date, and will be entitled for all purposes herein to recognize and make distributions only to those holders of Allowed Claims that are holders of such Claims as of the close of business on the Distribution Record Date. The Debtors and the Trustees shall be entitled to recognize and deal for all purposes under the Plan with only those record holders stated on the official claims register as of the close of business on the Distribution Record Date.

7.4 **Withholding and Reporting Requirements.** In connection with the Plan, the Trustees shall comply with all withholding and reporting requirements imposed by federal, state, local and foreign taxing authorities and all distributions hereunder shall be subject to such withholding and reporting requirements. The Trustees shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. Notwithstanding the foregoing, each holder of an Allowed Claim that is to receive a distribution hereunder shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any government unit, including income, withholding and other tax obligations, on account of such distribution. The Trustees have the right, but not the obligation, not to make a distribution until such holder has made arrangements satisfactory to the Trustees for payment of any such tax obligations. The Trustees may require, as a condition to the receipt of a distribution, that the holder of an Allowed Claim complete the appropriate Form W-8 or Form W-9, as applicable to each holder. If such holder fails to comply with such request within one year, such distribution shall be deemed an unclaimed distribution.

7.5 **Setoffs.** Except as provided under the Plan, the Debtors and/or the Trustees may, but shall not be required to, set off against any Claim and the payments to be made pursuant to the Plan in respect of such Claim, any claims of any nature whatsoever that the Debtors may have against the holder of a Claim, but neither the Debtors' or Liquidating Trustee's failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the of any such claim the Debtors or the Liquidating Trustee, as applicable, may have against such holder of a Claim.

7.6 **Allocation of Plan Distributions Between Principal and Interest.** To the extent that any Allowed Claim entitled to distribution under the Plan consists of indebtedness and accrued but unpaid interest thereon, such distributions shall, for all income tax purposes, be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to the portion of such Claim representing accrued but unpaid interest.

7.7 **Undeliverable or Returned Distributions.** If any Allowed Claim distribution is returned to the Trustees as undeliverable, the Trustees shall use reasonable efforts to determine the correct address of the holder of such Claim. If such reasonable efforts are unsuccessful, no further distributions shall be made to the holder of such Claim unless and until the Trustees are notified in writing of such holder's then current address. Upon receipt by the Trustees, returned Cash shall not earn any interest or be entitled to any dividends or other accruals of any kind. Any holder of an Allowed Claim that does not assert a Claim pursuant to this Section 7.7 for a returned distribution within one (1) year after the Effective

Date shall be forever barred from asserting any such Claim against the Debtors or their property or other property transferred pursuant to the Plan and Trust Agreements.

7.8 **Fractional Distributions.** No fractional dollars or shares shall be distributed. Where fractional dollars would otherwise be called for, the actual issuance shall reflect a rounding down of such fraction to the nearest whole dollar.

7.9 **Miscellaneous Distribution Provisions.**

(a) **Foreign Currency Exchange Rate.** Except as specifically provided for in the Plan or an order of the Bankruptcy Court, as of the Effective Date, any Claim asserted in currency other than U.S. dollars automatically shall be deemed converted to the equivalent U.S. dollar value using Bank of America's noon spot rate as of the Petition Date for all purposes under the Plan, including voting, allowance and distribution.

(b) **Distributions on Non-Business Days.** Any payment or distribution due on a day other than a Business Day shall be made, without interest, on the next Business Day.

(c) **Partial Distributions on Disputed Claims.** The Debtors or the Trustees, as applicable, may, but are not required to, make partial distributions to holders of Disputed Claims for the amount of the undisputed portion of such holder's Disputed Claim.

(d) **Disputed Payments.** If any dispute arises as to the identity of the holder of an Allowed Claim entitled to receive any distribution under the Plan, the Trustees may retain such distribution until its disposition is determined by a Final Order or written agreement among the interested parties to such dispute.

(e) **Post-Consummation Effect of Evidence of Claims or Equity Interests.** Except as otherwise provided herein, notes, stock certificates, membership certificates, unit certificates and other evidence of Claims against, or Equity Interests in, the Debtors shall, effective on the Effective Date, represent only the right to participate in the distributions contemplated by the Plan and shall not be valid or effective for any other purpose.

(f) **Disgorgement.** To the extent that any property, including Cash, is distributed to a Person or Entity on account of a Claim that is not an Allowed Claim, such property shall be held in trust for and shall promptly be returned to the Liquidating Trustee.

ARTICLE VIII.

CONDITIONS PRECEDENT TO EFFECTIVENESS OF THE PLAN

8.1 **Conditions to the Effective Date.** Consummation of the Plan and the occurrence of the Effective Date are subject to satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered the Confirmation Order, and such Confirmation Order shall have become a Final Order;

(b) No request for revocation of the Confirmation Order under Bankruptcy Code section 1144 has been made, or, if made, remains pending; and

(c) All documents necessary to implement the transactions contemplated by this Plan are in form and substance acceptable to the Debtors.

8.2 **Waiver of Condition.** The conditions set forth in Section 8.1, other than the condition requiring that the Confirmation Order shall have been entered by the Bankruptcy Court, may be waived in whole or in part by the Debtors.

8.3 **Notice of Effective Date.** The Debtors shall file with the Bankruptcy Court a notice of the occurrence of the Effective Date within a reasonable period of time after the conditions in Section 8.1 of the Plan have been satisfied or waived pursuant to Section 8.2, and the Effective Date has occurred.

8.4 **Order Denying Confirmation.** If the Plan is not Consummated, then nothing contained in the Plan shall (a) constitute a waiver or release of any Claims against or Equity Interests in the Debtors; (b) prejudice in any manner the rights of the holder of any Claim against, or Equity Interest in, the Debtors; (c) prejudice in any manner any right, remedy or Claim of the Debtors; (d) be deemed an admission against interest by the Debtors; or (e) constitute a settlement, implicit or otherwise, of any kind whatsoever.

ARTICLE IX.

EFFECT OF THE PLAN ON CLAIMS AND EQUITY INTERESTS

9.1 Discharge of Claims and Termination of Equity Interests.

(a) Except with respect to Class 4 Creditors, to the extent their Claims are expressly not discharged, and as of the Effective Date, except as otherwise explicitly provided in the Plan or the Confirmation Order including with respect to Class 4 Claims, the rights afforded under the Plan and the treatment of Claims and Equity Interests under the Plan shall be in exchange for and in complete satisfaction, discharge and release of all Claims and satisfaction or termination of all Equity Interests. Except with respect to Class 4 Creditors, to the extent their Claims are expressly not discharged, and except as otherwise provided in the Plan or the Confirmation Order, Confirmation shall, as of the Effective Date: (i) discharge the Debtors from all Claims or other debts that arose before the Effective Date, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, and all debts of the kind specified in Bankruptcy Code sections 502(g), 502(h) or 502(i), in each case whether or not (w) a Proof of Claim is filed or deemed filed pursuant to Bankruptcy Code section 501, (x) a Claim based on such debt is Allowed pursuant to Bankruptcy Code section 502, (y) the holder of a Claim based on such debt has accepted the Plan or (z) such Claim is listed in the Schedules; and (ii) satisfy, terminate or cancel all Equity Interests and other rights of equity security holders in the Debtors.

(b) As of the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, all Persons and Entities shall be precluded from asserting against the Debtors, or their respective successors or property, any other or further Claims,

demands, debts, rights, causes of action, liabilities or equity interests based upon any act, omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date. In accordance with the foregoing, except as provided in the Plan or the Confirmation Order, the Confirmation Order will be a judicial determination, as of the Effective Date, of a discharge of all such Claims except with respect to Class 4 Creditors, to the extent their Claims are expressly not discharged, and other debts and liabilities against the Debtors and satisfaction, termination or cancellation of all Equity Interests and other rights of equity security holders in the Debtors, pursuant to Bankruptcy Code sections 524 and 1141, and such discharge will void any judgment obtained against the Debtors at any time, to the extent that such judgment relates to a discharged Claim.

9.2 **Injunctions.**

(a) Except as otherwise provided in the Plan, the Trust Agreements or the Confirmation Order, all Persons or Entities who have held, hold or may hold Claims, Equity Interests, Causes of Action or liabilities that: (i) are subject to compromise and settlement pursuant to the terms of the Plan; (ii) have been released pursuant to Section 9.3; (iii) are subject to exculpation pursuant to Section 9.5 (but only to the extent of the exculpation provided in Section 9.5); or (iv) are otherwise stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner any action or other proceeding, including on account of any Claims, Equity Interests, Causes of Action or liabilities that have been compromised or settled against the Debtors or any Person or Entity so released or exculpated (or the property or estate of any Person or Entity, directly or indirectly, so released or exculpated) on account of or in connection with or with respect to any released, settled, compromised, or exculpated Claims, Equity Interests, Causes of Action or liabilities.

9.3 **Releases.**

(a) Debtor Releases. Notwithstanding anything contained herein to the contrary, except as provided in Section 9.4, on the Confirmation Date and effective as of the Effective Date and to the fullest extent authorized by applicable law, for good and valuable consideration provided by each of the Released Parties and Limited Released Parties, as applicable, the adequacy of which is hereby confirmed, the Released Parties and the Limited Released Parties (subject to Section 9.4 herein) are deemed conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged by the Debtors and their Estates from any and all claims, interests, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party or Limited Released Party, as applicable, the restructuring of Claims and Equity Interests prior to or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement, or any related agreements, instruments or other documents,

upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party or a Limited Released Party, as applicable, that constitutes actual fraud, willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any obligations arising on or after the Effective Date of any party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

(b) Releases by Holders of Claims and Equity Interests. Except for any obligation, claim, cause of Action or liability arising expressly under the Plan, reserved by any Person or Entity pursuant to the Plan or as provided in Section 9.4, on the Confirmation Date and effective as of the Effective Date and to the fullest extent authorized by applicable law, holders of Claims and Equity Interests shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged the Released Parties and the Limited Released Parties, as applicable, from any and all claims, interests, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, including any derivative claims, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party or Limited Released Party, as applicable, the restructuring of Claims and Equity Interests prior to or during the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement, or any related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party or Limited Released Party, as applicable, that constitutes actual fraud, willful misconduct or gross negligence. Notwithstanding anything to the contrary in the foregoing, the release set forth above does not release any obligations arising on or after the Effective Date of any party under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

9.4 Limitation on Releases. Notwithstanding any other provision of this Article IX, nothing in this Article IX shall be deemed to release the Limited Released Parties from any claim—~~related~~, obligations, rights, suits, damages, causes of action, remedies and liabilities whatsoever, if any, arising from or relating to the prepetition conduct with respect to the prepetition operations and affairs of the Debtors. Such claims include, without limitation, claims for deepening insolvency; breach of fiduciary duties; misrepresentation, negligence, and other misconduct; aiding and abetting such misconduct; fraudulent conveyances and preference recoveries.

9.5 Exculpation. Notwithstanding anything contained herein to the contrary, on the Confirmation Date and effective as of the Effective Date and to the fullest extent

authorized by applicable law, none of the Exculpated Parties, shall have or incur any liability from the Petition Date to the Effective Date for any claim, cause of action, or other assertion of liability for any act taken or omitted in connection with, or arising out of, the Chapter 11 Cases or the negotiation, formulation, preparation, administration, consummation and/or implementation of the Plan, or any contract, instrument, document, or other agreement entered into pursuant thereto through the Effective Date; provided that the foregoing shall not affect the liability of any Person or Entity that otherwise would result from any such act or omission to the extent such act or omission is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence. The Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under, or in connection with, the Chapter 11 Cases, the Plan and administration thereof.

9.6 **Retention and Enforcement and Release of Causes of Action.** Except as otherwise provided in the Plan, or in any document, instrument, release or other agreement entered into in connection with the Plan, in accordance with Bankruptcy Code section 1123(b), the Debtors, their Estates, the Trust Agreements, and any other party, including any of the Buyers (only to the extent Causes of Action were transferred from the Debtors to the applicable Buyer under the respective APA), expressly reserve all rights to retain and prosecute any and all of the Causes of Action identified in **Exhibit A** to the Plan, as the case may be. Sole authority and responsibility for investigating, analyzing, commencing, prosecuting, litigating, compromising, collecting and otherwise administering (or decline to do any of the foregoing) any or all of the Causes of Action pursuant to the terms of the Plan, the Liquidating Trust Agreement, and any other applicable document shall be held by (A) the Debtors, prior to the Effective Date (except to the extent a Cause of Action was transferred from the Debtors to an applicable Buyer under the respective APA, in which case the applicable Buyer has such authority), and (B) on or after the Effective Date, by (i) the Liquidating Trustee, with respect only to those Causes of Action that are Excluded Assets (the “Retained Causes of Action”), and (ii) with respect to any other Causes of Action, any other party that acquired rights to such Cause of Action, including any Buyer (only to the extent Causes of Action were transferred from the Debtors to the applicable Buyer under the respective APA). No preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to any or all of the Causes of Action upon, after, or as a consequence of Confirmation or the occurrence of the Effective Date.

ARTICLE X.

MISCELLANEOUS PROVISIONS

10.1 **Retention of Jurisdiction.** Following the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising from or relating to the Chapter 11 Cases to the fullest extent of applicable law, including, without limitation:

(a) To determine the validity under any applicable law, allowability, classification and priority of Claims and Equity Interests upon objection, or to estimate, pursuant to Bankruptcy Code section 502(c), the amount of any Claim that is, or is anticipated to be, contingent or unliquidated as of the Effective Date;

(b) To construe and to take any action authorized by the Bankruptcy Code and requested by the Trustees or any other party in interest to enforce the Plan and the documents and agreements filed and/or executed in connection with the Plan, including the Trust Agreements, issue such orders as may be necessary for the implementation, execution and consummation of the Plan, and to ensure conformity with the terms and conditions of the Plan, such documents and agreements and other orders of the Bankruptcy Court, notwithstanding any otherwise applicable non-bankruptcy law;

(c) To determine any and all applications for allowance of Compensation Claims, and to determine any other request for payment of Administrative Claims;

(d) To determine all matters that may be pending before the Bankruptcy Court on or before the Effective Date;

(e) To resolve any dispute regarding the implementation or interpretation of the Plan, the Trust Agreements or any related agreement or document that arises at any time before the Chapter 11 Cases are closed (or if the Chapter 11 Cases are reopened), including the determination, to the extent a dispute arises, of the entities entitled to a distribution within any particular Class of Claims;

(f) To determine all applications, adversary proceedings, contested matters and other litigated matters, that were brought or that could have been brought in the Bankruptcy Court on or before the Effective Date over which this Bankruptcy Court otherwise has jurisdiction;

(g) To determine matters concerning local, state and federal taxes in accordance with Bankruptcy Code sections 346, 505 and 1146, and to determine any tax claims that may arise against the Trustees as a result of the transactions contemplated by the Plan;

(h) To modify the Plan pursuant to Bankruptcy Code section 1127 or to remedy any apparent nonmaterial defect or omission in the Plan, or to reconcile any nonmaterial inconsistency in the Plan so as to carry out its intent and purposes; and

(i) To hear any other matter not inconsistent with the Bankruptcy Code.

10.2 **Terms Binding.** Upon the occurrence of the Effective Date, all provisions of the Plan, including all agreements, instruments and other documents filed in connection with the Plan and executed by the Debtors or the Liquidating Trustee, as applicable, in connection with the Plan, shall be binding upon the Debtors, the Liquidating Trustee, all holders of Claims and Equity Interests and all other Persons and Entities that are affected in any manner by the Plan. All agreements, instruments and other documents filed in connection with the Plan shall have full force and effect, and shall bind all parties thereto, subject to the occurrence of the Effective Date, upon the entry of the Confirmation Order, whether or not such exhibits actually shall be executed by parties other than the Debtors or the

Liquidating Trustee, or shall be issued, delivered or recorded on the Effective Date or thereafter. The rights, benefits and obligations of any entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor, or assign of such entity.

10.3 **Severability.** If, before Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, 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 shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors, the Liquidating Trustee, and the Plan Contributor, which consent shall not be unreasonably withheld; and (c) non-severable and mutually dependent.

10.4 **Computation of Time.** In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006 will apply.

10.5 **Confirmation Order and Plan Control.** Except as otherwise provided in the Plan, in the event of any inconsistency between the Plan and the Disclosure Statement, any exhibit to the Plan or any other instrument or document created or executed pursuant to the Plan, the Plan shall control. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control.

10.6 **Incorporation by Reference.** The Plan Supplement is incorporated herein by reference.

10.7 **Modifications to the Plan.** Subject to the reasonable consent of the Committee and the Plan Contributor, the Debtors may amend or modify the Plan, the Plan Supplement, and any schedule or supplement hereto, at any time prior to the Effective Date in accordance with the Bankruptcy Code, Bankruptcy Rules or any applicable court order. Subject to certain restrictions and requirements set forth in Bankruptcy Code section 1127 and Bankruptcy Rule 3019, the Debtors, subject to the reasonable consent of the Committee and the Plan Contributor, expressly reserve their rights to alter, amend or modify materially the Plan with respect to the Debtors, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. A holder of a Claim or Equity Interest that has accepted the Plan shall be deemed to have accepted the Plan, as altered, amended, modified or

supplemented, if the proposed alteration, amendment, modification or supplement does not materially and adversely change the treatment of the Claim or Equity Interest of such holder.

10.8 **Revocation, Withdrawal or Non-Consummation.** The Debtors reserve the right to revoke or withdraw the Plan at any time prior to the Effective Date. If the Debtors revoke or withdraw the Plan prior to the Effective Date, or if the Confirmation Date or the Effective Date does not occur, then the Plan (including the fixing or limiting to an amount certain any Claim or Class of Claims), and any document or agreement executed pursuant to the Plan, shall be null and void; provided, however, that all orders of the Bankruptcy Court and all documents executed pursuant thereto, except the Confirmation Order, shall remain in full force and effect. In such event, nothing contained herein, and no acts taken in preparation for consummation of the Plan, shall be deemed to constitute a waiver or release of any Claims by or against any of the Debtors or any other Person or Entity, to prejudice in any manner the rights of any of the Debtors or any Person or Entity in any further proceedings or to constitute an admission of any sort by any of the Debtors or any other Person or Entity.

10.9 **Courts of Competent Jurisdiction.** If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of the Plan or in the Chapter 11 Cases, such abstention, refusal or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

10.10 **Payment of Statutory Fees.** All fees payable pursuant to section 1930 of title 28 of the United States Code, as determined by the Bankruptcy Court at the Confirmation Hearing, shall be paid on the Effective Date, and as appropriate, thereafter.

10.11 **Notice.** All notices, requests and demands to or upon the parties listed below, 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:

TO THE DEBTORS:

ECOtality, Inc.
P.O. Box 20336
Phoenix, AZ 85036-0336
Attention: Susie Herrmann

With a copy to:

Akin Gump Strauss Hauer & Feld LLP
2029 Century Park East, Suite 2400
Los Angeles, California 90067
Telephone: (310) 229-1000

Facsimile: (310) 229-1001
Attention: David P. Simonds
Arun Kurichety

- and -

Parker Schwartz, PLLC
7310 N. 16th Street, Suite 330
Phoenix, Arizona 85020
Telephone: (602) 282-0476
Facsimile: (602) 282-0478
Attention: Jared Parker

TO THE LIQUIDATING TRUST:

~~{insert address}~~

~~With a copy to:~~

Dickinson Wright PLLC
1850 North Central Avenue, Suite 1400
Phoenix, Arizona 85004
Telephone: (602) 285-5040
Attention: Carolyn J. Johnsen

TO THE PLAN CONTRIBUTOR:

Car Charging Group, Inc.
1691 Michigan Ave., Ste. 601
Miami Beach, Florida 33139
Telephone: (305) 521-0200
Attention: Amy K. Maliza

With a copy to:

Schafer and Weiner, PLLC
40950 Woodward Ave., Ste. 100
Bloomfield Hills, Michigan 48304
Telephone: (248) 540-3340
Attention: Michael E. Baum

10.12 **Reservation of Rights.** The filing of the Plan, the Disclosure Statement, any statement or provision contained in the Plan, or the taking of any action by the Debtors or the Liquidating Trustee, as applicable, with respect to the Plan, shall not be deemed to be an

admission or waiver of any rights of the Debtors or the Liquidating Trustee, as applicable, with respect to any holders of Claims against or Equity Interests in the Debtors.

10.13 **No Waiver.** Neither the failure of a Debtor to list a Claim or Equity Interest in the Debtors' Schedules, the failure of a Debtor to object to any Claim, Administrative Claim or Equity Interest for purposes of voting, the failure of the Debtors to object to a Claim, Administrative Claim or Equity Interest prior to the Confirmation Date or the Effective Date, nor the failure of the Debtors, the Liquidating Trustee or the Plan Contributor, as applicable, to assert a Retained Cause of Action prior to the Confirmation Date or the Effective Date shall, in the absence of a legally-effective express waiver or release executed by the Debtors, the Liquidating Trustee or the Plan Contributor, as applicable, with the approval of the Bankruptcy Court, if required, and with any other consents or approvals required under the Plan, be deemed a waiver or release of the right of the Debtors, the Liquidating Trustee or the Plan Contributor, as applicable, or their respective successors, either before or after solicitation of votes on the Plan, the Confirmation Date or the Effective Date, to (a) object to or examine such Claim, Administrative Claim or Equity Interest, in whole or in part, or (b) retain or either assign or exclusively assert, pursue, prosecute, utilize, or otherwise act or enforce any Retained Cause of Action against the holder of such Claim, Administrative Claim or Equity Interest.

Dated: ~~October 31~~December 23, 2014

ECotality, Inc.
Electric Transportation Engineering Corporation
ECotality Stores, Inc.
ETEC North, LLC
The Clarity Group, Inc.
G.H.V. Refrigeration, Inc.

By: /s/ Susie Herrmann

Name: Susie Herrmann

Title: Chief Financial Officer

Exhibit A

Non-Exclusive List of Causes of Action

NON-EXCLUSIVE LIST OF CAUSES OF ACTION

The Plan preserves all causes of action, whether or not such Causes of Action were Excluded Assets, and whether or not any Cause of Action was otherwise waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order.¹ The below is a non-exclusive list of (i) Causes of Action and (ii) Retained Causes of Action, to which the Debtors and their Estates expressly reserve all rights to retain and prosecute, as the case may be, in accordance with Bankruptcy Code section 1123(b). The Debtors shall have, prior to the Effective Date, and the Liquidating Trustee shall have, or, with respect to Causes of Action that are not Retained Causes of Action, such party that obtained rights to such Cause of Action under an APA, on or after the Effective Date, sole authority and responsibility for investigating, analyzing, commencing, prosecuting, litigating, compromising, collecting and otherwise administering (or decline to do any of the foregoing) any or all of the Retained Causes of Action of Causes of Action, as the case may be, pursuant to the terms of the Plan, the Liquidating Trust Agreement, or such other applicable document.

For the avoidance of doubt, unless expressly released pursuant to the Plan or a Final Order, Causes of Action not listed on the attached list are not released, and the Estates, the Liquidating Trustee, or Buyer (only to the extent Causes of Action were transferred from the Debtors to the applicable Buyer under the respective APA), as applicable, expressly retain all Causes of Action of any kind whatsoever against all Persons and Entities as listed in the Debtors' Schedules, including, without limitation, the categories of Causes of Action set forth below. Failure to attribute any specific Cause of Action to a particular Person or Entity on the Debtors' Schedules shall not under any circumstance be interpreted to mean that such cause of action is not retained against such entity. All possible Causes of Action, including those not listed below, are retained against all Persons and Entities not expressly released pursuant to the Plan or a Final Order. In the event of any apparent inconsistency between the releases of Persons or Entities in their capacities as such pursuant to the Plan or a Bankruptcy Court order and the attached list, such releases granted pursuant to the Plan or a Final Order shall govern.

No preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to any or all of the Retained Causes of Action upon, after, or as a consequence of Confirmation or the occurrence of the Effective Date.

Section 1.16 of the Plan further defines Causes of Action to mean:

“any and all present or future claims, rights, legal and equitable defenses, offsets, recoupments, actions in law or equity or otherwise, choses in action, obligation, guaranty, controversy, demand, action

¹ All capitalized terms used but not otherwise defined herein shall have the meanings set forth in the [Debtors' Amended Joint ~~Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code~~ Plan of Reorganization \(With Technical Modifications\)](#), dated as of ~~May 20~~[December 23](#), 2014 (the “Plan”).

suits, damages, judgments, third-party claims, counter-claims, cross-claims against any Person or Entity, whether known or unknown, liquidated or unliquidated, foreseen or unforeseen, existing or hereafter arising, whether based on legal or equitable relief, whether arising under the Bankruptcy Code or federal, state, common, or other law or equity, whether or not the subject of a pending litigation or proceedings on the Effective Date or thereafter, including without limitation, all other actions described in the Plan, including Section 9.6 of the Plan.

Notwithstanding and without limiting the generality of Section 9.6 of the Plan, the Debtors have identified below certain specific Causes of Action, including, without limitation, the following:

- a. Claims disclosed in the APAs
- b. Claims related to contracts and leases;
- c. Claims related to pending and possible litigation;
- d. Claims related to accounts receivable and accounts payable;
- e. Claims related to warranty/manufacturing defects of chargers which overheated;
- f. Claims related to the DOE;
- g. Claims related to any Avoidance Actions;
- h. Litigation relating to objections of any Creditor claims;
- i. Objections, disputes or claims arising from any pending tax or other audits; and
- j. Claims against any landlord, insurance company or any other entity holding a deposit or advance payment that has not been returned.

A. Claims Disclosed in the APAs

Causes of Action transferred from the Debtors to the applicable Buyer under their respective APAs.

B. Claims Related to Contracts and Leases

Unless otherwise released by the Plan, all Causes of Action are hereby reserved, which such Causes of Action are based in whole, or in part, upon any and all contracts and leases to which any Debtor is a party, or pursuant to which any Debtor has any rights whatsoever, regardless of whether such contract or lease is specifically identified herein. The claims and Causes of Action reserved include those against vendors, suppliers of goods and services, financial institutions or any other parties for: (i) for overpayments, duplicate

payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment or setoff; (ii) for breach of contract, wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (iii) for failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors; (iv) for payments, back charges, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, service provider, lessor or other party; (v) for any liens, including mechanic's, artisan's, materialmen's, possessory or statutory liens held by any one or more of the Debtors; (vi) arising out of environmental or contaminant exposure matters against owners, landlords, lessors, lessees, environmental consultants or contractors, environmental or other governmental agencies or suppliers of environmental services or goods, including any solid or hazardous waste haulers, transporters or arrangers; (vii) counterclaims and defenses related to any contractual obligations; (viii) any turnover actions arising under Bankruptcy Code sections 542 or 543; (ix) for unfair competition, interference with contract or potential business advantage, infringement of intellectual property or any tort claims; and (x) for any claims against the Debtors' insurance carriers, including for payments or other amounts owed by such insurance carrier.

C. Claims, Defenses, Cross-Claims and Counter-Claims Related to Litigation and Possible Litigation

The Debtors are party to, or believe they may become party to litigation, arbitration or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. Unless otherwise released by the Plan, all Causes of Action against or related to all Persons or Entities that are party to or that may in the future become party to litigation, arbitration or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, are hereby reserved.

D. Claims Related to Accounts Receivable and Accounts Payable

Unless otherwise released by the Plan, all Causes of Action against or related to all Persons and Entities that owe or that may in the future owe money to the Debtors, regardless of whether such entity is explicitly identified herein, the Debtors' Schedules, including Schedule B-16 for each Debtor, or any Plan Supplement, and any amendments thereto, are hereby reserved. Furthermore, the Debtors expressly reserve all Causes of Action and defenses or counterclaims against or related to all Persons and Entities that assert or may assert that the Debtors owe money to them. Certain claims against Persons or Estates arising from accounts receivables of Electric Transportation Engineering Corporation (d/b/a ECOTality North America), as identified on **Exhibit 1** attached hereto, as may be amended or supplemented, are hereby reserved.

E. Claim Against United States of America and the DOE

Unless otherwise released by the Plan, all Causes of Action against the United States of America and the DOE are hereby reserved.

F. Claims Related to Avoidance Actions

Unless otherwise released by the Plan, all Causes of Action against any Person or Entity arising under or related to any and all actions that are filed or that may be filed pursuant to Bankruptcy Code sections 544, 545, 547, 548, 550 or 551, or applicable non-bankruptcy law that may be incorporated or brought under the foregoing Bankruptcy Code sections, or (b) any other similar actions or proceedings filed to recover property for or on behalf of the Estates, in each case, which may have or will be brought in the Debtors' bankruptcy proceedings, regardless of whether such Person or Entity is explicitly identified herein, the Plan, the Debtors' Schedules, including Statement of Financial Affairs 3(b), or any Plan Supplement, and any amendments thereto, are hereby reserved.

G. Litigation Relating to Objections of Creditor Claims

Unless otherwise released by the Plan, all Causes of Action against any Person or Entity arising out of or related to claims in the Chapter 11 Cases, whether scheduled by the Debtors, even if not listed as disputed, unliquidated or contingent, or arising under a Proof of Claim filed in Chapter 11 Cases, as well as the continuing right to object to any such claim, including specifically any claims of Cloud Utility Pty, Ltd, Brisbane Queensland, Australia, are hereby reserved.

H. Objections, Disputes or Claims Arising From Any Pending Tax or Other Audits

Unless otherwise released by the Plan, all Causes of Action against any Person or Entity arising out of or related to claims that result from any pending or disputed imposition of taxes, penalties or other charge, as well as the right to object or dispute such a charge under available administrative procedures or to seek relief from such charges as may be appropriate under Bankruptcy Code section 505, including specifically the sales tax audit conducted by the State of California and personal property tax claims under consideration in several jurisdictions, are hereby reserved.

I. Claims Against Landlords, Insurance Companies or Any Other Person or Entity Holding a Deposit or Advance Payment That Has Not Been Returned

Unless otherwise released by the Plan, all Causes of Action against any Person or Entity arising out of or related to funds paid to a landlord, insurance company or to any other Person or Entity as a deposit or advance payment, which has not been returned to the Debtors, are hereby reserved.

J. Claims Against the Debtors' Current and Former Officers and/or Directors

The releases contained in the Plan shall in no way release or discharge the current and former officers and directors, shareholders, affiliates, subsidiaries, principals, employees, agents, managers, trustees, partners, members, professionals, representatives,

advisors, attorneys, financial advisors, accountants, investment bankers and consultants from any claim related to their prepetition conduct with respect to the prepetition operations and affairs of the Debtors. Such claims include, without limitation, claims for deepening insolvency; breach of fiduciary duties; misrepresentation, negligence, and other misconduct; aiding and abetting such misconduct; and fraudulent conveyances and preference recoveries.

Exhibit 1

**Non-Exclusive List of Accounts Receivable of
Electric Transportation Engineering Corporation (d/b/a ECOTality North America)**

**Non-Exclusive List of Accounts Receivable of
Electric Transportation Engineering Corporation (d/b/a ECOtality North America)**

[TO BE VERIFIED]

BUFFALO MATERIALS HANDLING
CARLTON-BATES COMPANY
EXIDE TECHNOLOGIES - JERSEY
GNB INDUSTRIAL POWER
GNB INDUSTRIAL POWER
FACTORY DIRECT
HOME DEPOT - ATLANTA
INDUSTRIAL POWER SOURCE
INTERSTATE POWERCARE
J.H. RYDER - MISSISSAUGA
J.H. RYDER - VILLE ST LAURENT
LITE SOLAR CORP
LUNDY INDUSTRIAL SALES LTD
PRONERGI SOLUCIONES, SA DE CV
SPECIALTY EQUIPMENT LLC
SPECIALTY VEHICLES
STANGCO INDUSTRIAL EQUIPMENT INC.
RYDER TLC - INDIANAPOLIS
WATTS EQUIPMENT COMPANY INC.
YALE CAROLINAS INC.

Summary report: Litéra® Change-Pro TDC 7.5.0.112 Document comparison done on 12/23/2014 9:45:56 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://WESTDMS/WEST/205721968/17	
Modified DMS: iw://WESTDMS/WEST/206091796/4	
Changes:	
<u>Add</u>	67
Delete	58
Move From	6
<u>Move To</u>	6
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	137

Annex 4

Blackline of Revised Proposed Confirmation Order

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UNITED STATES BANKRUPTCY COURT

DISTRICT OF ARIZONA

In re:

ELECTRIC TRANSPORTATION
ENGINEERING CORPORATION (d/b/a
ECOTALITY NORTH AMERICA), *et al.*,¹

Debtors.

Case No. 2:13-BK-16126 (MCW)

Chapter 11

Jointly Administered

**REVISED PROPOSED FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER
(A) APPROVING THE DEBTORS'
DISCLOSURE STATEMENT ON A FINAL
BASIS AND (B) CONFIRMING THE
DEBTORS' JOINT CHAPTER 11 PLAN OF
REORGANIZATION**

Re: 692, 693, [753](#)

This filing applies to:

☒ All Debtors

☐ Specified Debtors

¹ The Debtors in these jointly administered chapter 11 cases and the last four digits of their respective Employer Identification Numbers are: (i) ECOTALITY, Inc. (5422); (ii) Electric Transportation Engineering Corporation (4755); (iii) ECOTALITY STORES, Inc. (2643); (iv) ETEC North, LLC (n/a); (v) The Clarity Group, Inc. (8832); and (vi) G.H.V. Refrigeration, Inc. (4512). The Debtors' service address is ECOTALITY, Inc., P.O. Box 20336, Phoenix, AZ 85036-0336.

1 Electric Transportation Engineering Corporation (d/b/a ECOtality North America) and its
2 above-captioned affiliates, as debtors and debtors in possession in the above-captioned chapter 11
3 cases (collectively, the “**Debtors**”), having:¹

- 4 a. commenced, on September 16, 2013 (the “**Petition Date**”), the above-captioned
5 chapter 11 cases (the “**Chapter 11 Cases**”) by filing voluntary petitions for relief
6 under title 11 of the United States Code (the “**Bankruptcy Code**”) in the United
7 States Bankruptcy Court for the District of Arizona (the “**Court**”);
- 8 b. operated their businesses and managed their properties during the Chapter 11 Cases
9 as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108;
- 10 c. filed, on or around the Petition Date, the *Declaration of H. Ravi Brar in Support of*
11 *First Day Pleadings* [Docket No. 28] (the “**First Day Declaration**”);
- 12 d. jointly proposed and filed the (i) *Debtors’ Joint Chapter 11 Plan of Reorganization*,
13 dated October 31, 2014 [Docket No. 693] (as modified, amended or supplemented
14 from time to time, the “**Plan**”) and (ii) *Disclosure Statement for Debtors’ Joint*
15 *Chapter 11 Plan of Reorganization*, dated October 31, 2014 [Docket No. 692] (the
16 “**Disclosure Statement**”);
- 17 e. filed, on July 1, 2014, the *Debtors’ Motion for Entry of an Order (A) Granting*
18 *Conditional Approval of Adequacy of Disclosure Statement, (B) Approving*
19 *Solicitation Materials and Procedures, (C) Approving Plan Confirmation Schedule,*
20 *(D) Setting Consolidated Hearing on Final Approval of Disclosure Statement and*
21 *Confirmation of Debtors’ Joint Chapter 11 Plan of Liquidation and (E) Granting*
22 *Related Relief* [Docket No. 606] (as modified, the “**Solicitation Motion**”);
- 23 f. distributed, on November 4, 2014, the Disclosure Statement and appropriate
24 Solicitation Packages, including those Ballots for those holders of Claims in Class 3
25 (General Unsecured Claims) entitled to vote on the Plan (the “**Voting Class**”), in
26 accordance with the terms of the Bankruptcy Code, the Federal Rules of
27 Bankruptcy Procedure (the “**Bankruptcy Rules**”) and the Local Rules of
28 Bankruptcy Procedure for the District of Arizona (the “**Local Rules**”) and as
approved on a conditional basis by order of this Court on October 31, 2014
[Docket No. 701] (the “**Disclosure Statement Order**”) and as evidenced by the
Affidavit of Service of Andres A. Estrada re: Solicitation Packages and Final
Disclosure Statement and Confirmation Hearing Notice [Docket Nos. 707, 715] (as
may be amended or supplemented, the “**Solicitation Affidavit**”) and *Supplemental*
Affidavits of Service of Stephanie Delgado re: Solicitation Packages and Final
Disclosure Statement and Confirmation Hearing Notice [Docket Nos. 709, 716,

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan, Disclosure Statement or Solicitation Motion (each, as defined below), as applicable. The rules of interpretation set forth in Article I.A of the Plan shall apply to this Confirmation Order.

720 and 744] (which supplemental affidavits are including in the definition of “Solicitation Affidavit”);

- g. served, on November 4, 2014, the (i) Final Disclosure Statement and Confirmation Hearing Notice, (ii) Deemed to Accept Notice and (iii) Deemed to Reject Notice, as applicable, on holders of Claims against and Equity Interests in the Debtors and other parties in interest in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the Disclosure Statement Order, as evidenced by the Solicitation Affidavit;
- h. published, on November 7, 2014, the Final Disclosure Statement and Confirmation Hearing Notice (in a format modified for publication) in the national edition of *The New York Times*, consistent with the terms of the Disclosure Statement Order and as evidenced by the *Certification of Publication of Notice of Hearing on (A) Final Approval of Disclosure Statement and (B) Confirmation of Debtors’ Joint Chapter 11 Plan of Reorganization in the New York Times* [Docket No. 708] (together with the Solicitation Affidavit, the “**Notice Affidavits**”);
- i. set the Voting Deadline as December 5, 2014 at 5:00 p.m. (Arizona Time), as evidenced by the *Certification of Andres A. Estrada with respect to the Tabulation of Votes on the Debtors’ Joint Chapter 11 Plan of Reorganization* [Docket No. 746] (the “**Voting Report**”), which details the results of the Plan voting process;
- j. filed, on November 28, 2014, the *Notice of Filing of Plan Supplement to Debtors’ Joint Chapter 11 Plan of Reorganization* [Docket No. 711] (the “**Plan Supplement**”) as evidenced by the *Affidavit of Service of Darlene Calderon re: Notice of Filing of Plan Supplement to Debtors Joint Chapter 11 Plan of Reorganization* [Docket No. 718];
- k. filed, on December 5, 2014, the *Notice of Filing of First Supplement to the Plan Supplement to Debtors’ Joint Chapter 11 Plan of Reorganization* [Docket No. 723] (which is included in the definition of “Plan Supplement”) as evidenced by the *Affidavit of Service of Darlene Calderon re: Notice of Filing of First Supplement to Plan Supplement to Debtors’ Joint Chapter 11 Plan of Reorganization* [Docket No. 742];
- l. filed, on December ~~18~~¹⁹, 2014, the *Notice of Filing of (1) Certain Revised Documents to the Plan Supplement and to the First Supplement to the Plan Supplement and (2) Second Supplement to the Plan Supplement to Debtors’ Joint Chapter 11 Plan of Reorganization* [Docket No. ~~762~~⁷⁶³] (which is included in the definition of “Plan Supplement”), as evidenced by the ~~*Affidavit of Service*~~ [Docket No. ~~764~~⁷⁶⁴];
- m. filed, on December 11, 2014, the *Declaration of Susie Herrmann in Support of Debtors’ Memorandum of Law in Support of Entry of an Order (A) Approving the Debtors’ Disclosure Statement on a Final Basis and (B) Confirming the Debtors’ Joint Chapter 11 Plan of Reorganization* [Docket No. 747] (the “**Herrmann Declaration**”);

1 ~~n. filed, on December 11, 2014, the Debtors' Memorandum of Law in Support of~~
2 ~~Entry of an Order (A) Approving the Debtors' Disclosure Statement on a Final~~
3 ~~Basis and (B) Confirming the Debtors' Joint Chapter 11 Plan of Reorganization~~
4 ~~[Docket No. 748] (the "Confirmation Brief");~~

5 ~~en.~~ filed, on December 12, 2014, the Declaration of Michael D. Farkas [Docket
6 No. 750] (the "**Farkas Declaration**");

7 ~~po.~~ filed, on December 12, 2014, the Declaration of Jack Zwick [Docket No. 751]
8 (the "**Zwick Declaration**");

9 ~~gp.~~ filed, on December 12, 2014, the Declaration of Lawrence P. Gelfond [Docket
10 No. 752] (the "**Gelfond Declaration**");

11 g. filed, on December 12, 2014, the Report as defined in and attached to the Gelfond
12 Declaration as Exhibit 1;

13 r. filed, as Annex 1 to the Notice of Filing of Proposed Findings of Fact, Conclusions
14 of Law and Order (A) Approving the Debtors' Disclosure Statement on a Final
15 Basis and (B) Confirming the Debtors' Joint Chapter 11 Plan of Reorganization
16 Prepackaged Chapter 11 Plan of Reorganization, on December 12, 2014 [Docket
17 No. ~~—~~753], a proposed draft of these Findings of Fact, Conclusions of Law and
18 Order (A) Approving the Debtors' Disclosure Statement on a Final Basis and
19 (B) Confirming the Debtors' Joint Chapter 11 Plan of Reorganization (together
20 with all the exhibits hereto, the "**Proposed Confirmation Order**"); ~~and~~

21 s. filed, on December 11, 2014, the Debtors' Memorandum of Law in Support of
22 Entry of an Order (A) Approving the Debtors' Disclosure Statement on a Final
23 Basis and (B) Confirming the Debtors' Joint Chapter 11 Plan of Reorganization
24 [Docket No. 748] (the "Confirmation Brief"); and

25 The Court having:

26 a. entered, on October 31, 2014, the Disclosure Statement Order;

27 b. set December 5, 2014 at 5:00 p.m. (Arizona Time), as the date and time by which
28 any votes on the Plan shall be due (the "**Voting Deadline**"), as set forth in the
Disclosure Statement Order;

c. set December 5, 2014 at 5:00 p.m. (Arizona Time), as the date and time by which
any objections to final approval of the Disclosure Statement and/or Confirmation of
the Plan shall be due (the "**Final Disclosure Statement and Plan Objection**
Deadline"), as set forth in the Disclosure Statement Order;

d. set December 15, 2014 at 1:30 p.m. (Arizona Time), as the date and time for the
commencement of ~~the Final a~~ hearing to consider final approval of the Disclosure
Statement and ~~Confirmation Hearing~~ confirmation of the Plan, as set forth in the
Disclosure Statement Order, and as continued and held on December 18, 2014 at

1 3:00 p.m. (Arizona Time) (the “*Final Disclosure Statement and Confirmation*
2 *Hearing*”);

3 e. reviewed the Plan, the Disclosure Statement, the Plan Supplement, the Confirmation
4 Brief, the Voting Report, the Final Disclosure Statement and Confirmation Hearing
5 Notice, the First Day Declaration, the Herrmann Declaration, the Farkas
6 Declaration, the Gelfond Declaration, the Report as defined in and attached to the
Gelfond Declaration as Exhibit 1, the Zwick Declaration, the Notice Affidavits, the
Ballot and all filed pleadings, exhibits, statements and comments regarding approval
of the Disclosure Statement and Confirmation;

7 f. admitted into evidence the Voting Report, the Herrmann Declaration, the Farkas
8 Declaration, the Gelfond Declaration, the Report as defined in and attached to the
9 Gelfond Declaration as Exhibit 1, and the Zwick Declaration, and qualified Mr.
10 Gelfond as an expert witness, at the Final Disclosure Statement and Confirmation
Hearing;

11 fg. reviewed and considered the (i) *United States Trustee’s Objection to Confirmation*
12 *of Debtors’ Joint Plan of Reorganization* [Docket No. 722], (ii) *Objection of BMO*
13 *Harris Bank, N.A. to the Debtors’ Joint Chapter 11 Plan Of Reorganization*
14 *[Docket No. 721]*, (iii) *Global LearnNet Ltd. and Valley 2010 Investment, LLC’s*
15 *Objection to Debtors’ Disclosure Statement and Confirmation of Debtors’ Joint*
Chapter 11 Plan of Reorganization [Docket No. 475] and (iv) any other objections,
statements and reservations of rights having been presented before the Court
regarding approval of the Disclosure Statement and Confirmation;

16 gh. held the Final Disclosure Statement and Confirmation Hearing, after due and
17 sufficient notice was given to holders of Claims against, and Equity Interests in, the
18 Debtors and other parties in interest in accordance with the Disclosure Statement
Order, the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, in each
case as established by the Notice Affidavits;

19 hi. heard statements and arguments made by counsel in respect of approval of the
20 Disclosure Statement and Confirmation;

21 ij. considered all oral representations, testimony, documents, filings and other evidence
22 regarding approval of the Disclosure Statement and Confirmation;

23 jk. ruled on any and all objections to the Plan, the Disclosure Statement and the
24 Confirmation Order and all statements and reservations of rights not consensually
resolved or withdrawn, unless otherwise indicated; and

25 kl. taken judicial notice of all pleadings and other documents filed, all orders entered,
26 and all evidence and arguments presented in the Chapter 11 Cases.
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1 **NOW, THEREFORE**, it appearing to the Court that notice of the Final Disclosure
2 Statement and Confirmation Hearing and the opportunity for any party in interest to object to
3 approval of the Disclosure Statement and Confirmation of the Plan have been adequate and
4 appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated
5 thereby, and the legal and factual bases set forth in the documents filed in support of approval of the
6 Disclosure Statement and Confirmation and other evidence presented at the Final Disclosure
7 Statement and Confirmation Hearing establish just cause for the relief granted herein; and after due
8 deliberation thereon and good cause appearing therefor, the Court makes and issues the following
9 findings of fact and conclusions of law:
10

11 **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

12 IT IS HEREBY DETERMINED, FOUND, ADJUDGED, DECREED AND ORDERED THAT:
13

14 **A. Findings and Conclusions**

15 1. The findings and conclusions set forth herein and in the record of the Final Disclosure
16 Statement and Confirmation Hearing, including the Herrmann Declaration, the Farkas Declaration,
17 the Gelfond Declaration, [the Report as defined in and attached to the Gelfond Declaration as Exhibit](#)
18 [1](#), and the Zwick Declaration, constitute the Court's findings of fact and conclusions of law under
19 Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules
20 7052 and 9014. To the extent any of the following conclusions of law shall be determined to be a
21 finding of fact, it shall be so deemed, or any of the following findings of fact shall be determined to
22 be a conclusion of law, it shall be so deemed.
23

24 **B. Jurisdiction, Venue and Core Proceeding**

25 2. This Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157
26 and 1334. This Court has exclusive jurisdiction to determine whether the Disclosure Statement and
27 the Plan comply with the applicable provisions of the Bankruptcy Code and should be approved and
28

1 confirmed, respectively. Venue is proper in this District and before this Court pursuant to 28 U.S.C.
2 §§ 1408 and 1409. Approval of the Disclosure Statement, including the associated solicitation
3 procedures, and Confirmation of the Plan are core proceedings within the meaning of 28 U.S.C.
4 § 157(b)(2). The Debtors are proper plan proponents under section 1121(a) of the Bankruptcy
5 Code.
6

7 **C. Eligibility for Relief**

8 3. The Debtors were and are entities eligible for relief under Bankruptcy Code section
9 109.

10 **D. Commencement and Joint Administration of the Chapter 11 Cases**

11 4. On the Petition Date, each of the Debtors commenced a voluntary case under chapter
12 11 of the Bankruptcy Code. In accordance with the *Order Authorizing Joint Administration of*
13 *Related Chapter 11 Cases* [Docket No. 27], the Chapter 11 Cases have been consolidated for
14 procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015.
15 Since the Petition Date, the Debtors have operated their businesses and managed their properties as
16 debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No trustee or
17 examiner has been appointed in the Chapter 11 Cases.
18

19 **E. Objections**

20 5. Any resolutions of objections to Confirmation explained on the record at the [Final](#)
21 [Disclosure Statement and](#) Confirmation Hearing are hereby incorporated by reference. Any and all
22 unresolved objections, statements, informal objections, and reservations of rights, if any, related to
23 the Plan, the Disclosure Statement or Confirmation are either resolved or overruled on the merits by
24 this Confirmation Order.
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1 **F. Burden of Proof—Confirmation of the Plan**

2 6. The Debtors, as proponents of the Plan, have met their burden of proving the
3 applicable elements of Bankruptcy Code section 1129(a) by a preponderance of the evidence, which
4 is the applicable evidentiary standard for Confirmation.

5 **G. Notice**

6 7. Due, adequate and sufficient notice of (a) the Plan and the Plan Supplement, (b) the
7 Disclosure Statement, (c) the Final Disclosure Statement and Confirmation Hearing, (d) the Voting
8 Deadline, (e) the Final Disclosure Statement and Plan Objection Deadline, (f) the Disclosure
9 Statement Order, (g) the Ballot (to the Voting Class), (h) the Deemed to Reject Notice (as
10 applicable), (i) the Deemed to Accept Notice (as applicable) and (j) the Voting and Tabulation
11 Procedures, has been provided to: (i) the U.S. Trustee; (ii) counsel to the Committee; (iii) the
12 United States Department of Energy; (iv) the United States Department of Labor; (v) the Securities
13 and Exchange Commission; (vi) the Internal Revenue Service; (vii) the United States Attorney's
14 Office for the District of Arizona; (viii) any party that has requested notice pursuant to Bankruptcy
15 Rule 2002; and (ix) all holders of Claims against, and Equity Interests in, the Debtors. Such notice
16 was adequate and sufficient pursuant to Bankruptcy Code section 1128, Bankruptcy Rules 2002(b),
17 3017 and 3020, the Disclosure Statement Order and all other applicable law, rules and orders of this
18 Court, and no other or further notice is or shall be required.

19 **H. Adequacy of Disclosure Statement**

20 8. The Disclosure Statement contains "adequate information" (as such term is defined in
21 Bankruptcy Code section 1125(a)) with respect to the Debtors, the Plan and the transactions
22 contemplated therein and complied with any additional requirements of the Bankruptcy Code and the
23 Bankruptcy Rules and is hereby approved in all respects. Specifically, the Disclosure Statement
24 includes, among other information: (a) the features, terms and provisions of the Plan; (b) significant
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1 events preceding the Chapter 11 Cases; (c) the Debtors' prepetition operations and businesses;
2 (d) the Debtors' prepetition capital structure; (e) significant events in the Chapter 11 Cases; (f) a
3 detailed description of the methodology of funding the Plan and making distributions to creditors,
4 including the creation and management of the Liquidating Trust and the Stock Trust; (g) a
5 description of the nature and extent of likely claims against the Debtors' estates; (h) risk factors
6 affecting the Plan; (i) an analysis setting forth the estimated return that creditors will receive under
7 the Plan; and (j) federal tax consequences of the Plan. The Disclosure Statement also complies with
8 the requirements of Bankruptcy Rule 3016(c) by sufficiently describing in specific and conspicuous
9 bold language the provisions of the Plan that provide for releases and sufficiently identifying the
10 persons and entities that are subject to those releases. The filing of the Disclosure Statement with
11 the clerk of the Court, or its duly appointed agent, satisfied Bankruptcy Rule 3016(b).
12
13

14 **I. Solicitation**

15 9. As described in the Voting Report and the Notice Affidavits, as applicable, Ballots to
16 vote to accept or reject the Plan were transmitted and served upon members of the Voting Class
17 (Class 3 – General Unsecured Claims, which included holders of General Unsecured Claims as of the
18 Voting Record Date) on November 4, 2014, in compliance with the Bankruptcy Code, including
19 sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018,
20 the Local Rules, the Disclosure Statement Order and any applicable non-bankruptcy law, rule or
21 regulation. Transmission and service of the Solicitation Packages, including the Ballots and the Final
22 Disclosure Statement and Confirmation and Hearing Notice, were timely, adequate and sufficient.
23 No further notice is required. As evidenced by the mailing of the Solicitation Packages on
24 November 4, 2014 and the Voting Deadline on December 5, 2014, the thirty-one (31) calendar days
25 during which the Debtors solicited acceptances or rejections to the Plan was a reasonable and
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1 sufficient period of time for holders of Claims in the Voting Class to make an informed decision to
2 accept or reject the Plan.

3 10. Under Bankruptcy Code section 1126(f) and as approved by the Disclosure Statement
4 Order, the Debtors were not required to solicit votes from holders of Claims in Classes 1, 2 and 4
5 because such holders are deemed to accept the Plan. In addition, under Bankruptcy Code section
6 1126(g) and as approved by the Disclosure Statement Order, the Debtors were not required to solicit
7 votes from holders of Claims and Equity Interests in Classes 5 and 6 because such holders are
8 deemed to reject the Plan. In lieu of the Solicitation Package, the transmittal and service of a
9 Deemed to Reject Notice or a Deemed to Accept Notice on members of the Non-Voting Classes
10 (Classes 1, 2, 4, 5 and 6), as applicable, was appropriate and satisfactory in accordance with the
11 Disclosure Statement Order.
12

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14 11. As described in and as evidenced by the Voting Report and the Notice Affidavits, the
15 transmittal and service of the Plan, the Plan Supplement, the Disclosure Statement, the Ballots, the
16 Final Disclosure Statement and Confirmation Hearing Notice, the Deemed to Reject Notice and the
17 Deemed to Accept Notice (as applicable) (all of the foregoing, the “*Solicitation*”) was timely,
18 adequate and sufficient. The Solicitation complied with the procedures set forth in the Solicitation
19 Motion and approved in the Disclosure Statement Order, was appropriate and satisfactory based
20 upon the circumstances of the Chapter 11 Cases, was conducted in good faith, and was in
21 compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and
22 any other applicable non-bankruptcy law, rule and regulation. The persons and entities involved in
23 the offer, issuance or purchase of securities under the Plan acted in good faith and in compliance
24 with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any other
25 applicable non-bankruptcy law, rule and regulation. The Exculpated Parties, which include (a) the
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1 Debtors, (b) each director, officer, financial advisor, restructuring advisor, attorney or any other
2 advisor employed by or serving the Debtors as of or after the Petition Date, (c) the Committee, (d)
3 counsel for the Committee, (e) each member of the Committee solely in its capacity as a member of
4 the Committee, (f) the Plan Contributor, (g) each director, officer, financial advisor, restructuring
5 advisor, attorney or any other advisor employed by or serving the Plan Contributor as of or after the
6 Petition Date, (h) Blink Acquisition LLC, (i) each director, officer, financial advisor, restructuring
7 advisor, attorney or any other advisor employed by or serving Blink Acquisition LLC as of or after
8 the Petition Date, and (j) the respective predecessors, successors and assigns, and current and former
9 shareholders, affiliates, subsidiaries, parents, principals, employees, agents, officers, directors,
10 managers, trustees, partners, members, professionals, representatives, advisors, attorneys, financial
11 advisors, crisis managers, accountants, investment bankers and consultants of each of the Entities in
12 (a)-(i), are each entitled to the protection of Bankruptcy Code section 1125(e).
13
14

15 **J. Voting**

16 12. The Voting Report is hereby approved. As evidenced by the Voting Report, votes to
17 accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in compliance
18 with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Voting and Tabulation
19 Procedures as approved by the Disclosure Statement Order and any applicable non-bankruptcy law,
20 rule and regulation. All Classes identified as not impaired under the Plan are deemed to accept the
21 Plan, and all Classes identified as impaired under the Plan and not entitled to receive any distribution
22 are deemed to reject the Plan.
23

24 **K. Plan Supplement**

25 13. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan,
26 and the filing and notice of such documents is good and proper in accordance with the Bankruptcy
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Code, the Bankruptcy Rules and the Local Rules and the Disclosure Statement Order, and no other or further notice is required. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan (including Section 10.7 of the Plan), the Debtors reserve the right to amend or modify the Plan Supplement at any time prior to the Effective Date. The Core Notice Parties and holders of Claims and Equity Interests were provided due, adequate and sufficient notice of the Plan Supplement.

L. Compliance with Bankruptcy Code Requirements—Section 1129(a)(1)

14. As detailed below, the Plan complies with all applicable provisions of the Bankruptcy Code, thereby satisfying Bankruptcy Code section 1129(a)(1):

a. **Proper Classification—Sections 1122 and 1123(a)(1).** The Plan satisfies the requirements of Bankruptcy Code sections 1122(a) and 1123(a)(1). In addition to Administrative Claims, Compensation Claims, substantial contribution compensation and expenses (as described in Section 2.3 of the Plan) and Priority Tax Claims, which need not be classified, Article II of the Plan provides for the separate classification of Claims and Equity Interests into six Classes of Claims and Equity Interests. Valid business, factual and legal reasons exist for the separate classification of such Classes of Claims and Equity Interests. The classifications reflect no improper purpose and do not unfairly discriminate between, or among, holders of Claims or Equity Interests. Each Class of Claims and Equity Interests contains only Claims or Interests that are substantially similar to the other Claims or Equity Interests within that Class.

b. **Specified Classes That Are Not Impaired—Section 1123(a)(2).** The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(2). Article II.D of the Plan specifies that Claims and Equity Interests, as applicable, in the following Classes are not impaired under the Plan within the meaning of Bankruptcy Code section 1124:

Class	Designation
Class 1	Allowed Secured Claims
Class 2	Allowed Priority Non-Tax Claims
Class 4	Intercompany Claims

Additionally, Article II of the Plan specifies that Administrative Claims, Compensation Claims, substantial contribution compensation and expenses (as described in Section 2.3 of the Plan) and Priority Tax Claims will be paid in full

in accordance with the terms of the Plan, although these Claims are not classified under the Plan.

- c. **Specified Treatment of Impaired Classes—Section 1123(a)(3).** The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(3). Article II.D of the Plan specifies the treatment of the following Classes of Claims and Equity Interests, as applicable, that are impaired under the Plan within the meaning of Bankruptcy Code section 1124:

Class	Designation
Class 3	Allowed General Unsecured Claims
Class 5	Section 510(b) Claims
Class 6	Equity Interests

Specifically, Section 2.8 of the Plan describes the treatment of Claims in Class 3 – Allowed General Unsecured Claims; Section 2.10 of the Plan specifies the treatment of Claims in Class 5 – Section 510(b) Claims; and Section 2.11 of the Plan specifies the treatment of Equity Interests in Class 6 – Equity Interests.

- d. **No Discrimination—Section 1123(a)(4).** The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(4). The Plan provides the same treatment by the Debtors for each Claim or Interest in each respective Class unless the holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest.

- e. **Adequate Means for Plan Implementation—Section 1123(a)(5).** The Plan satisfies the requirements of Bankruptcy Code section 1123(a)(5). Article IV of the Plan and various other provisions in the Plan, the exhibits and attachments to the Plan, the Plan Supplement and the Disclosure Statement, provide, in detail, adequate and proper means for the Plan's implementation, including regarding: (i) the creation of the Liquidating Trust and the Stock Trust; (ii) the appointment of the Liquidating Trustee and the Stock Trustee; (iii) the continued operation of Reorganized ECOTality and the appointment of the initial directors and officers thereof; (iv) the cancellation of all notes, instruments and outstanding Equity Interests and of any Lien securing any Claim (with the exception of certain Allowed Secured Claims, which may be reinstated pursuant to the Plan); (v) the issuance of the Reorganized Stock; and (vi) the execution of the Tax Sharing Agreement. Moreover, the Reorganized Debtors will have, immediately upon the Effective Date, sufficient Cash to make all payments required to be made on the Effective Date or as soon as reasonably practicable thereafter, pursuant to the terms of the Plan.

- f. **Non-Voting Equity Securities—Section 1123(a)(6).** Section 4.12 of the Plan provides that the New Corporate Governance Documents will be consistent with the provisions of the Plan, any agreements ancillary to the Plan and the Bankruptcy Code, including a prohibition on the issuance of non-voting equity

1 securities to the extent required by Bankruptcy Code section 1123(a)(6). The
2 Debtors are not issuing non-voting equity securities, thereby satisfying
Bankruptcy Code section 1123(a)(6).

3 g. **Directors and Officers—Section 1123(a)(7).** The Plan satisfies the
4 requirements of Bankruptcy Code section 1123(a)(7). Section 4.5 of the Plan
5 and the Plan Supplement contain provisions regarding the identity and
6 affiliations of the New Board on the Effective Date and the manner of selection
7 of the Reorganized Debtors' applicable board of managers or board of
directors, which provisions are consistent with the interests of all holders of
Claims and Equity Interests and public policy.

8 h. **Impairment / Unimpairment of Classes—Section 1123(b)(1).** The Plan is
9 consistent with Bankruptcy Code section 1123(b)(1). Under Article II of the
Plan each Class of Claims and Equity Interests is impaired or not impaired.

10 i. **Assumption and Cure of Defaults—Section 1123(b)(2).** The Plan is
11 consistent with Bankruptcy Code section 1123(b)(2). Article V of the Plan
12 provides for the rejection and repudiation of all executory contracts and
13 unexpired leases other than those executory contracts or unexpired leases that:
14 (i) previously were assumed or rejected by the Debtors; (ii) are otherwise
15 addressed in the Confirmation Order; (iii) are otherwise addressed in the Plan;
or (iv) are the subject of a pending motion to reject such executory contracts
or unexpired leases on the Effective Date, except as otherwise set forth in the
Plan or Plan Supplement.

16 j. **Settlement and Preservation of Claims and Causes of Action—Section**
17 **1123(b)(3).** The Plan is consistent with Bankruptcy Code section 1123(b)(3).
18 In accordance with Bankruptcy Code section 1123(b)(3)(A), Article VI of the
19 Plan appropriately provides that only the Liquidating Trustee and the
20 Liquidating Trust may prosecute objections to, and requests for estimation of,
21 any Claims, including any Claims scheduled by the Debtors in the Schedules,
22 and the Liquidating Trustee shall also have the authority to resolve all
23 respective Disputed Claims. In addition, in accordance with Bankruptcy Code
24 section 1123(b)(3)(B), Section 9.6 of the Plan appropriately provides that,
25 except as otherwise provided in the Plan, or in any document, instrument,
26 release or other agreement entered into in connection with the Plan, (a) prior to
27 the Effective Date, the Debtors shall have authority and responsibility for
28 investigating, analyzing, commencing, prosecuting, litigating, compromising,
collecting and otherwise administering (or decline to do any of the foregoing)
any or all of the Causes of Action (except to the extent a Cause of Action was
transferred from the Debtors to an applicable Buyer under the respective APA,
in which case the applicable Buyer has such authority), as identified in Exhibit
A to the Plan and incorporated herein by reference, and (b) on or after the
Effective Date, the Liquidating Trustee shall have authority and responsibility
for investigating, analyzing, commencing, prosecuting, litigating, compromising,
collecting and otherwise administering (or decline to do any of the foregoing)
any or all of the Causes of Action (except to the extent a Cause of Action was

transferred from the Debtors to an applicable Buyer under the respective APA, in which case the applicable Buyer has such authority). The provisions regarding the preservation of Causes of Action in the Plan are appropriate, fair, equitable and reasonable, and are in the best interests of the Debtors, the Estates and holders of Claims and Equity Interests.

k. **Additional Plan Provisions—Section 1123(b)(6).** The other discretionary provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section Bankruptcy Code 1123(b)(6).

l. **Bankruptcy Rule 3016(a).** The Plan is dated and identifies the Debtors as the proponents submitting it, thereby satisfying Bankruptcy Rule 3016(a).

M. Debtors' Compliance with the Bankruptcy Code—Section 1129(a)(2)

15. The Debtors also have satisfied the requirements of Bankruptcy Code section 1129(a)(2). Specifically, each Debtor is an eligible debtor under Bankruptcy Code section 109, and a proper proponent of the Plan under Bankruptcy Code section 1121(a). The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court, including Bankruptcy Code sections 1125 and 1126, the Bankruptcy Rules, the Local Rules, any applicable non-bankruptcy law, rule and regulation, the Disclosure Statement Order and all other applicable law, in transmitting the Solicitation Package, and related documents and notices, and in soliciting and tabulating the votes on the Plan.

N. Plan Proposed in Good Faith—Section 1129(a)(3)

16. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(3). The Debtors have proposed the Plan (including all documents necessary to effectuate the Plan) and the transactions contemplated in the Plan in good faith and not by any means forbidden by law. In so determining, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, the process leading to final approval of the Disclosure Statement, Confirmation of the Plan and the transactions to be implemented pursuant thereto. The Chapter 11

1 Cases were filed, and the Plan was proposed, with legitimate and honest purposes, including (a) a
2 restructuring of the Debtors' debt obligations and (b) preservation of the going concern value of the
3 Debtors' businesses and maximization of value to creditors. The Debtors' good faith is evident from
4 the facts and record of the Chapter 11 Cases, the Disclosure Statement and the record of the Final
5 Disclosure Statement and Confirmation Hearing and other proceedings held in the Chapter 11 Cases.
6 The Plan (including all documents necessary to effectuate the Plan) was negotiated in good faith and
7 at arm's length among representatives of the Debtors, the Committee and the Plan Contributor and
8 each of their respective professionals and other representatives. Further, the Plan's classification,
9 indemnification, exculpation, release and injunction provisions, to the extent modified by this
10 Confirmation Order, have been negotiated in good faith and at arm's length, are consistent with
11 Bankruptcy Code sections 105, 1122, 1123(b)(6), 1123(b)(3)(A), 1129 and 1142 and are each
12 necessary for the Debtors' successful reorganization.
13
14

15 **O. Payment for Services or Costs and Expenses—Section 1129(a)(4)**

16 17. Any payment made or to be made by the Debtors or by a person issuing securities or
17 acquiring property under the Plan for services or for costs and expenses in connection with the
18 Chapter 11 Cases, or in connection with the Plan and incidental to the Chapter 11 Cases, has been
19 approved by, or is subject to the approval of, the Court as reasonable, thereby satisfying Bankruptcy
20 Code section 1129(a)(4).
21

22 **P. Directors, Officers and Insiders—Section 1129(a)(5)**

23 18. The Debtors have satisfied the requirements of Bankruptcy Code section 1129(a)(5).
24 **Exhibit F** of the Second Supplement to the Plan Supplement [Docket No. 763], in accordance
25 with Section 4.5 of the Plan, discloses the identity and affiliations of the individuals proposed to
26 serve as the New Board, and the identity and nature of any compensation for any insider who will be
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1 employed or retained by the Reorganized Debtors. The proposed directors and officers for the
2 Reorganized Debtors are qualified, and the appointments to, or continuance in, such offices by the
3 proposed directors and officers is consistent with the interests of the holders of Claims and Equity
4 Interests and with public policy.

5 **Q. No Rate Changes—Section 1129(a)(6)**

6
7 19. Bankruptcy Code section 1129(a)(6) is not applicable to the Chapter 11 Cases. The
8 Plan does not provide for any rate change that requires regulatory approval.

9 **R. Best Interest of Creditors—Section 1129(a)(7)**

10 20. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(7). Section
11 VI.C.5 of the Disclosure Statement, and the other evidence related thereto in support of the Plan
12 that was proffered, ~~or adduced, at, or prior to, or in a declaration, in connection with, the~~ and
13 accepted at the Final Disclosure Statement and Confirmation Hearing (including the Herrmann
14 Declaration): (a) are reasonable, persuasive, credible and accurate as of the dates such analysis or
15 evidence was prepared, presented or proffered; (b) utilize reasonable, customary and appropriate
16 methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish
17 that each holder of an Impaired Claim or Equity Interest either has accepted the Plan or will receive
18 or retain under the Plan, on account of such Claim or Equity Interest, property of a value, as of the
19 Effective Date, that is not less than the amount such holder would receive or retain if the Debtors
20 were liquidated under chapter 7 of the Bankruptcy Code on such date.
21
22

23 **S. Acceptance by Certain Classes—Section 1129(a)(8)**

24 21. The Plan does not satisfy the requirements of Bankruptcy Code section 1129(a)(8) but
25 is nevertheless confirmable because the Debtors have satisfied the requirements of Bankruptcy Code
26 sections 1129(a)(10) and 1129(b) to “cram down” the rejecting Classes, as set forth below.
27 Specifically, Classes 1, 2 and 4 are not impaired and thus deemed to accept the Plan. Class 3, which
28

1 is impaired, voted to accept the Plan by the requisite majorities. With respect to Classes 5 and 6,
2 which are both impaired and deemed to reject the Plan, the Debtors cannot satisfy section 1129(a)(8)
3 with respect to those Classes.

4 **T. Treatment of Claims Entitled to Priority Under Bankruptcy Code Section**
5 **507(a)—Section 1129(a)(9)**

6 22. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(9). The
7 treatment of Administrative Claims, Compensation Claims, substantial contribution compensation and
8 expenses (as described in Section 2.3 of the Plan) and Priority Tax Claims under Article II of the
9 Plan satisfies the requirements of, and complies in all respects with, Bankruptcy Code section
10 1129(a)(9).
11

12 **U. Acceptance By At Least One Impaired Class—Section 1129(a)(10)**

13 23. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(10). As
14 evidenced by the Voting Report, the Voting Class voted to accept the Plan by the requisite numbers
15 and amounts of Claims, determined without including any acceptance of the Plan by any insider (as
16 that term is defined in Bankruptcy Code section 101(31)), specified under the Bankruptcy Code.
17

18 **V. Feasibility—Section 1129(a)(11)**

19 24. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(11). The
20 evidence supporting Confirmation of the Plan proffered ~~or adduced by the Debtors,~~ accepted and
21 admitted into evidence by the Court at, or prior to, or in a declaration filed in connection with, the
22 Final Disclosure Statement and Confirmation Hearing (including the Herrmann Declaration, the
23 Farkas Declaration, the Gelfond Declaration, the Report as defined in and attached to the Gelfond
24 Declaration as Exhibit 1, and the Zwick Declaration): (a) is reasonable, persuasive, credible and
25 accurate as of the dates such analysis or evidence was prepared, presented or proffered; (b) utilizes
26 reasonable and appropriate methodologies and assumptions; (c) has not been controverted by other
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evidence; (d) establishes that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan, except as provided in the Plan; and (e) establishes that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan.

W. Payment of Fees—Section 1129(a)(12)

25. The Plan satisfies the requirements of Bankruptcy Code section 1129(a)(12). Section 10.10 of the Plan provides for the payment of all fees payable by the Debtors under 28 U.S.C. § 1930(a).

X. Non-Applicability of Certain Sections—Sections 1129(a)(13), (14), (15) and (16)

26. Bankruptcy Code sections 1129(a)(13), 1129(a)(14), 1129(a)(15) and 1129(a)(16) do not apply to the Chapter 11 Cases. The Debtors have no liability for retiree benefits or the payment of retiree benefits (as defined in Bankruptcy Code section 1114), do not owe any domestic support obligations, are not individuals and are not nonprofit corporations.

Y. Fair and Equitable Treatment; No Unfair Discrimination—Section 1129(b)

27. The Plan is fair and equitable and does not unfairly discriminate with respect to the treatment of Claims and Equity Interests and thus satisfies Bankruptcy Code section 1129(b) in all respects. Specifically, the Plan satisfies Bankruptcy Code section 1129(b)(2) because (a) the Plan provides for a full recovery for holders of Claims or Equity Interests in Classes 1, 2 and 4, as applicable, (b) holders of Claims in the Voting Class (Class 3) have consented to receive their respective treatment under the Plan and (c) no holder of a Claim or Equity Interest in a Class senior to those in Classes 5 and 6 is receiving more than 100% on account of its Claim or Equity Interest. In addition, the Plan's treatment of Claims and Equity Interests is proper, as similarly-situated creditors will receive substantially similar treatment irrespective of class, and the respective

1 distributions and treatments under the Plan take into account and conform to the relative priority and
2 rights of the Claims and Equity Interests in each Class. Notwithstanding the Debtors' inability to
3 satisfy Bankruptcy Code section 1129(a)(8), the Plan is still confirmable because it meets all the
4 applicable requirements of Bankruptcy Code section 1129(a) other than section 1129(a)(8), does not
5 discriminate unfairly and is fair and equitable with respect to each Class of Claims and Equity
6 Interests that is impaired and has not accepted the Plan.
7

8 **Z. Only One Plan—Section 1129(c)**

9 28. The Plan satisfies the requirements of Bankruptcy Code section 1129(c). The Plan is
10 the only chapter 11 plan that was filed and solicited in each of the Chapter 11 Cases.
11

12 **AA. Principal Purpose of the Plan—Section 1129(d)**

13 29. The principal purposes of the Plan are (a) the reorganization of the Debtors as a going
14 concern in their historic business of the design, outsourcing, private labeling, installation and
15 operation of electric vehicle charging units, (b) the maximization of the value of the Estates and
16 (c) the liquidation of certain assets by the Liquidating Trust, all of which are for the benefit of
17 creditors. No party in interest has requested that the Court deny Confirmation of the Plan on the
18 grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the
19 application of section 5 of the Securities Act of 1933 (as amended, and including the rules and
20 regulations promulgated thereunder, the "*Securities Act*"). In addition, the principal purpose of the
21 Plan is not such avoidance. The Plan thus satisfies the requirements of Bankruptcy Code section
22 1129(d).
23

24 **BB. Good Faith Solicitation—Section 1125(e)**

25 30. The Exculpated Parties, including (a) the Debtors, (b) each director, officer, financial
26 advisor, restructuring advisor, attorney or any other advisor employed by or serving the Debtors as
27 of or after the Petition Date, (c) the Committee, (d) counsel for the Committee, (e) each member of
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1 the Committee solely in its capacity as a member of the Committee, (f) the Plan Contributor, (g)
2 each director, officer, financial advisor, restructuring advisor, attorney or any other advisor employed
3 by or serving the Plan Contributor as of or after the Petition Date, (h) Blink Acquisition LLC, (i)
4 each director, officer, financial advisor, restructuring advisor, attorney or any other advisor employed
5 by or serving Blink Acquisition LLC as of or after the Petition Date, and (j) the respective
6 predecessors, successors and assigns, and current and former shareholders, affiliates, subsidiaries,
7 parents, principals, employees, agents, officers, directors, managers, trustees, partners, members,
8 professionals, representatives, advisors, attorneys, financial advisors, crisis managers, accountants,
9 investment bankers and consultants of each of the Entities in (a)-(i), as applicable, have acted in
10 “good faith” within the meaning of Bankruptcy Code section 1125(e) and in compliance with the
11 applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with any act taken
12 or omitted in connection with, or arising out of, the Chapter 11 Cases or the negotiation,
13 formulation, preparation, administration, consummation and/or implementation of the Plan, or any
14 contract, instrument, document, or other agreement entered into pursuant thereto through the
15 Effective Date, and are entitled to the protections afforded by Bankruptcy Code section 1125(e);
16 provided that the foregoing shall not affect the liability of any of any Person or Entity that otherwise
17 would result from any such act or omission to the extent such act or omission is determined by a
18 Final Order to have constituted actual fraud, willful misconduct or gross negligence.
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22 **CC. Satisfaction of Confirmation Requirements**

23 31. Based on the foregoing, the Plan satisfies the requirements for Confirmation set forth
24 in Bankruptcy Code section 1129.
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1 **DD. Likelihood of Satisfaction of Conditions Precedent to the Effective Date**

2 32. Each of the conditions precedent to the Effective Date, as set forth in Section 8.1 of
3 the Plan, has been or is reasonably likely to be satisfied or waived in accordance with Section 8.2 of
4 the Plan.

5 **EE. Implementation**

6 33. All documents necessary to implement the Plan, including those contained in the Plan
7 Supplement, and all other relevant and necessary documents have been negotiated in good faith and
8 at arm's length and shall, upon completion of documentation and execution, be valid, binding and
9 enforceable agreements and shall not be in conflict with any applicable law, rule or regulation.
10

11 **FF. Releases, Injunction and Exculpation**

12 34. The release, injunction, discharge and exculpation provisions contained in Article IX
13 of the Plan (collectively, the "**Releases**") constitute good-faith compromises and settlements of the
14 matters covered thereby. Such Releases are given in exchange for and are supported by fair,
15 sufficient and adequate consideration, as well as the substantial contribution provided by each and all
16 of the Released Parties, the Limited Released Parties (as applicable) and the Exculpated Parties and
17 (a) are in the best interests of the Debtors, their Estates and Holders of Claims and Equity Interests,
18 (b) are fair, equitable and reasonable and (c) are integral elements of the restructuring and resolution
19 of the Chapter 11 Cases in accordance with the Plan. The failure to approve the Releases would
20 seriously impair the Debtors' ability to confirm the Plan.
21
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23 35. The Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United
24 States Code to approve the Releases. In addition, Bankruptcy Code section 105(a) permits approval
25 of the Releases when, as has been established here based upon the record in the Chapter 11 Cases
26 and the evidence proffered, adduced~~and,~~ presented ~~at the~~and accepted at the Final Disclosure
27 Statement and Confirmation Hearing, such provisions: (a) are essential to the formulation and
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1 implementation of the Plan as provided in Bankruptcy Code section 1123; (b) are an integral element
2 of the settlements and transactions incorporated in the Plan; (c) confer material benefits on the
3 Estates; (d) are in the best interests of the Debtors, their Estates and Holders of Claims and Equity
4 Interests; (e) are important to the overall objectives of the Plan to finally resolve all Claims and
5 Equity Interests among or against the parties in interest in the Chapter 11 Cases with respect to the
6 Debtors' reorganization; and (f) are consistent with Bankruptcy Code sections 105, 524, 1123 and
7 1129 and all other applicable law.
8

9 36. Section 9.3(a) of the Plan describes certain releases granted by the Debtors (the
10 **"Debtor Releases"**). The Debtors have satisfied the business judgment standard with respect to the
11 propriety of the Debtor Releases. Such releases are a necessary and integral element of the Plan, and
12 are fair, reasonable and in the best interests of the Debtors, the Estates and creditors. Also, the
13 Debtor Releases are: (a) in exchange for the good and valuable consideration provided by the
14 Released Parties; (b) a good-faith settlement and compromise of the Claims released by Section
15 9.3(a) of the Plan; (c) given, and made, after due notice and opportunity for hearing; and (d) a bar to
16 any of the Debtors asserting any Claim or Cause of Action released by Section 9.3 the Plan.
17

18 37. Releases of non-Debtor parties pursuant to Section 9.3(b) of the Plan (the **"Non-**
19 **Debtor Releases"**) are subject to the terms of the Plan. Such Non-Debtor Releases are binding upon
20 the Releasing Parties. Each non-Debtor Released Party that will benefit from the Releases either was
21 instrumental to the successful prosecution of the Chapter 11 Cases and/or provided a substantial
22 contribution to the Debtors' Estates. Further, those holders of Claims who submitted a Ballot voting
23 to accept the Plan, those who voted to reject the Plan, if any, and chose not to opt out of the Non-
24 Debtor Releases and/or those who abstained from voting on the Plan, were given due and adequate
25 notice that they would be consenting to the Non-Debtor Releases by acting in such a manner. The
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1 Non-Debtor Releases were disclosed and explained in the Ballots, and the Releases were disclosed
2 and explained in the Disclosure Statement, the Plan and the Final Disclosure Statement and
3 Confirmation Hearing Notice. Accordingly, in light of the record of the [Final Disclosure Statement](#)
4 [and](#) Confirmation Hearing and the Chapter 11 Cases, the Releases satisfy the applicable standards of
5 this District.
6

7 38. The exculpation provision set forth in Section 9.5 of the Plan does not relieve any
8 party of liability for an act or omission to the extent such act or omission is determined by a Final
9 Order to have constitute actual fraud, willful misconduct or gross negligence. Further, the injunction
10 provision set forth in Section 9.2 of the Plan is necessary to implement, preserve and enforce the
11 Debtors' discharge, the releases and the exculpation provisions set forth in the Plan, and is narrowly
12 tailored to achieve this purpose.
13

14 39. ~~The releases contained in the Plan shall in no way release or discharge the current and~~
15 ~~former officers and directors, shareholders, affiliates, subsidiaries, principals, employees, agents,~~
16 ~~managers, trustees, partners, members, professionals, representatives, advisors, attorneys, financial~~
17 ~~advisors, accountants, investment bankers and consultants from any claim related to~~
18 ~~their~~ [Notwithstanding any other provision of Article IX of the Plan, nothing in Article IX of the Plan](#)
19 [shall be deemed to release the Limited Released Parties from any claims, obligations, rights, suits,](#)
20 [damages, causes of action, remedies and liabilities whatsoever, if any, arising from or relating to the](#)
21 [prepetition conduct with respect to the prepetition operations and affairs of the Debtors. Such claims](#)
22 [include, without limitation, claims for deepening insolvency; breach of fiduciary duties;](#)
23 [misrepresentation, negligence, and other misconduct; aiding and abetting such misconduct; and](#)
24 [fraudulent conveyances and preference recoveries.](#)
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1 **GG. Disclosure of Facts**

2 40. The Debtors have disclosed all material facts regarding the Plan, including the fact that
3 the Liquidating Trust Agreement and Stock Trust Agreement are premised upon the consolidation of
4 the Estates into a single Estate, such that each Class of Claims and Equity Interests will be treated as
5 a single consolidated Estate regardless of the separate identification of the Debtors.
6

7 **HH. Good Faith**

8 41. The Debtors, the Reorganized Debtors, the Released Parties, the Limited Released
9 Parties and the Exculpated Parties have been and will be acting in good faith if they proceed to:
10 (a) consummate the Plan and the agreements, settlements, transactions and transfers contemplated
11 thereby and (b) take the actions authorized and directed by this Confirmation Order.
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13 **II. Retention of Jurisdiction**

14 42. The Court may properly retain jurisdiction over the matters set forth in Section 10.1
15 of the Plan and/or Bankruptcy Code section 1142.

16 **JJ. Waiver of Bankruptcy Rule 3020(e)**

17 43. Based on the business exigencies in the Chapter 11 Cases, it is appropriate for the 14-
18 day stay imposed by Bankruptcy Rule 3020(e) to be waived.
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1 IT IS HEREBY ORDERED, ADJUDGED, DECREED AND DETERMINED THAT:

2 **APPROVAL OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN**

3 1. **Findings of Fact and Conclusions of Law.** The above-referenced findings of fact
4 and conclusions of law are hereby incorporated by reference as though fully set forth herein and shall
5 constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable
6 herein by Bankruptcy Rule 9014. To the extent any of the following conclusions of law shall be
7 determined to be a finding of fact, it shall be so deemed, or any of the following findings of fact shall
8 be determined to be a conclusion of law, it shall be so deemed.

9 2. **Approval of the Disclosure Statement.** The Disclosure Statement contains
10 “adequate information” (as such term is defined in Bankruptcy Code section 1125(a)(1)) with respect
11 to the Debtors, the Plan and the transactions contemplated therein and complies with any additional
12 requirements of the Bankruptcy Code and the Bankruptcy Rules and is hereby approved in all
13 respects.

14 3. **Notice of the Final Disclosure Statement and Confirmation Hearing.** Notice of
15 the Final Disclosure Statement and Confirmation ~~hearing~~Hearing complied with the terms of the
16 Disclosure Statement Order, was appropriate and satisfactory based upon the circumstances of the
17 Chapter 11 Cases and was in compliance with the provisions of the Bankruptcy Code, the
18 Bankruptcy Rules, the Local Rules and all other applicable rules, laws and regulations, and no further
19 or additional notice was necessary or required.

20 4. **Confirmation of the Plan.** The Plan, including each of the documents that comprise
21 the Plan Supplement, is approved and confirmed under Bankruptcy Code section 1129 with respect
22 to each of the Debtors. The documents contained in the Plan Supplement (including any
23 amendments, modifications and supplements thereto and documents referred to in such papers
24 consistent with the Plan) and execution, delivery and performance thereof by the Debtors are
25 authorized and approved. The terms of the Plan, including the Plan Supplement, are incorporated by
26 reference into and are an integral part of this Confirmation Order.
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1 5. **Objections.** All objections, responses to, statements, comments and reservations of
2 rights, if any, in opposition to, the Plan and/or final approval of the Disclosure Statement,
3 respectively, other than those withdrawn with prejudice in their entirety prior to, or on the record at,
4 the Final Disclosure Statement and Confirmation Hearing, shall be, and hereby are, overruled in their
5 entirety or are otherwise resolved as incorporated herein.

6 **IMPLEMENTATION OF THE PLAN**

7 6. **Liquidating Trust Agreement Approved.** The proposed terms and conditions of the
8 Liquidating Trust Agreement are fair and reasonable, have been negotiated in good faith and at arm's
9 length and are hereby approved. The Liquidating Trust Agreement is an essential element of the
10 Plan, and entry into and consummation of the transactions contemplated by the Liquidating Trust
11 Agreement are in the best interests of the Debtors, the Estates and holders of Claims and Equity
12 Interests, and are approved in all respects. The Debtors have exercised reasonable business judgment
13 in determining to enter into the Liquidating Trust Agreement and have provided sufficient and
14 adequate notice of the Liquidating Trust Agreement. The Debtors and the Liquidating Trustee shall
15 be, and hereby are, authorized to enter into, execute, deliver and perform their respective obligations
16 under the Plan and the Liquidating Trust Agreement without any further notice to, or action, order
17 or approval of, the Bankruptcy Court. As of the Effective Date, the transfer, assignment,
18 conveyance and delivery of the Liquidating Trust Assets to the Liquidating Trust as provided in
19 Article I.3 of the Liquidating Trust Agreement (a) shall be, and hereby is, approved and further is
20 deemed to have been effectuated without the need for further notice, order or instrument (other than
21 execution of the Liquidating Trust Agreement) and (b) do not and hereby are deemed not to
22 constitute fraudulent or avoidable transfers and shall not be otherwise subject to avoidance,
23 recharacterization, disallowance, reduction, subordination (whether equitable, contractual or
24 otherwise), counterclaim, recoupment, cross-claim, defenses or any other challenges under or
25 pursuant to the Bankruptcy Code or any other applicable nonbankruptcy law, rule or regulation by
26 any Person or Entity. The Liquidating Trust Agreement shall, upon execution, be valid, binding and
27 enforceable, and shall not be in conflict with any applicable federal or state law, rule or regulation.
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1 7. **Appointment of the Liquidating Trustee.** The appointment of Carolyn Johnsen as
2 the Liquidating Trustee as set forth in the Plan and the Liquidating Trust Agreement shall be and
3 hereby is approved. In addition to the powers granted to the Liquidating Trustee under the
4 Liquidating Trust Agreement, the Liquidating Trustee shall have all of the powers of a debtor in
5 possession under Bankruptcy Code section 1107 and such other rights, powers and duties necessary,
6 appropriate, advisable or convenient to effectuate the provisions of the Plan and the Liquidating
7 Trust Agreement. Subject to the terms of the Liquidating Trust Agreement, on and after the
8 Effective Date, the Liquidating Trustee shall not be required to obtain any approvals from the
9 Bankruptcy Court, any court or governmental body and/or provide any notices under any applicable
10 laws to implement the terms of the Plan and the Liquidating Trust Agreement, including the transfer
11 of any Liquidating Trust Assets retained by the Liquidating Trust, except as explicitly set forth in the
12 Plan and the Liquidating Trust Agreement.

13 8. **Stock Trust Agreement Approved.** The proposed terms and conditions of the Stock
14 Trust Agreement are fair and reasonable, have been negotiated in good faith and at arm's length and
15 are hereby approved. The Stock Trust Agreement is an essential element of the Plan, and entry into
16 and consummation of the transactions contemplated by the Stock Trust Agreement are in the best
17 interests of the Debtors, the Estates and holders of Claims and Equity Interests, and are approved in
18 all respects. The Debtors have exercised reasonable business judgment in determining to enter into
19 the Stock Trust Agreement and have provided sufficient and adequate notice of the Stock Trust
20 Agreement. The Debtors and the Stock Trustee shall be, and hereby are, authorized to enter into,
21 execute, deliver and perform their respective obligations under the Plan and the Stock Trust
22 Agreement without any further notice to, or action, order or approval of, the Bankruptcy Court. As
23 of the Effective Date, the transfer, assignment, conveyance and delivery of the Stock Trust Assets to
24 the Stock Trust as provided in Article I.3 of the Stock Trust Agreement (a) shall be, and hereby is,
25 approved and further is deemed to have been effectuated without the need for further notice, order
26 or instrument (other than execution of the Stock Trust Agreement) and (b) do not and hereby are
27 deemed not to constitute fraudulent or avoidable transfers and shall not be otherwise subject to
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1 avoidance, recharacterization, disallowance, reduction, subordination (whether equitable, contractual
2 or otherwise), counterclaim, recoupment, cross-claim, defenses or any other challenges under or
3 pursuant to the Bankruptcy Code or any other applicable nonbankruptcy law, rule or regulation by
4 any Person or Entity. The Stock Trust Agreement shall, upon execution, be valid, binding and
5 enforceable, and shall not be in conflict with any applicable federal or state law, rule or regulation.

6 **9. Appointment of the Stock Trustee.** The appointment of Carolyn Johnsen as the
7 Stock Trustee as set forth in the Plan and the Stock Trust Agreement shall be and hereby is
8 approved. In addition to the powers granted to the Stock Trustee under the Stock Trust Agreement,
9 the Stock Trustee shall have all of the powers and such other rights, powers and duties necessary,
10 appropriate, advisable or convenient to effectuate the provisions of the Plan and the Stock Trust
11 Agreement. Subject to the terms of the Stock Trust Agreement, on and after the Effective Date, the
12 Stock Trustee shall not be required to obtain any approvals from the Bankruptcy Court, any court or
13 governmental body and/or provide any notices under any applicable laws to implement the terms of
14 the Plan and the Stock Trust Agreement, including the transfer of any Stock Trust Assets retained by
15 the Stock Trust, except as explicitly set forth in the Plan and the Stock Trust Agreement.

16 **10. Tax Sharing Agreement Approved.** The Plan Stockholder, the Reorganized Debtors
17 and the Stock Trustee shall be, and hereby are, authorized to enter into, execute, deliver and perform
18 their respective obligations under the Plan and the Tax Sharing Agreement, and nothing in the Plan
19 or this Confirmation Order shall impair in any way the preservation of the Debtors' tax attributes. In
20 accordance with the Plan, the Plan Stockholder, the Reorganized Debtors and the Stock Trustee shall
21 execute the Tax Sharing Agreement upon the Effective Date or as soon as reasonably practicable
22 thereafter, and take any other necessary actions in connection with the foregoing, in each case
23 without need for further notice to or order of the Bankruptcy Court, act, or action under applicable
24 law, regulation, order, or rule or the vote, consent, authorization, or approval of any Entity. All
25 documents, agreements and instruments entered into and delivered on or as of the Effective Date
26 contemplated by or in furtherance of the Plan, including the Tax Sharing Agreement and any other
27 agreement or document related thereto or entered into in connection therewith, shall be valid,
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1 binding, enforceable and effective in accordance with their respective terms and conditions upon the
2 parties thereto, in each case without further notice to or order of the Court, act or action under
3 applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any
4 Entity (other than as expressly required by such applicable agreement), and do not and hereby are
5 deemed not to constitute fraudulent or avoidable transfers and shall not be otherwise subject to
6 avoidance, recharacterization, disallowance, reduction, subordination (whether equitable, contractual
7 or otherwise), counterclaim, recoupment, cross-claim, defenses or any other challenges under or
8 pursuant to the Bankruptcy Code or any other applicable nonbankruptcy law, rule or regulation by
9 any Person or Entity.

10 **11. Continued Operation of Reorganized ECotality.** On and after the Effective Date,
11 Reorganized ECotality shall continue in business as a Business Enterprise. The continuation of the
12 Business Enterprise by Reorganized ECotality also is an essential element of the Plan. Entry into
13 and consummation of the transactions contemplated by the Plan in that regard are in the best
14 interests of the Debtors, the Estates and holders of Claims and Equity Interests, and are approved in
15 all respects. The New Corporate Governance Documents shall, as of the Effective Date, be adopted
16 and shall go into effect in accordance with applicable state law. Such documents shall be in form
17 and substance reasonably acceptable to the Debtors, the Committee and the Plan Contributor. For
18 the avoidance of doubt, nothing in New Corporate Governance Documents shall impair the rights of
19 the Stock Trust or the obligations of the Plan Contributor as set forth in the Plan. ~~At any time~~
20 ~~following the enforcement of any rights arising from any security interest granted to support~~In the
21 event of a default under the Operating Line of Credit, ~~all shares of the Series B Convertible~~
22 ~~Preferred Stock of Car Charging Group Inc. ("CCGI"), a Nevada Corporation, held by the Stock~~
23 ~~Trust shall be immediately convertible in accordance with the terms of~~the Stock Trustee shall be
24 authorized to exercise all rights and remedies under the Certificate of Designations of Preferences,
25 *Rights and Limitations of* ~~such Series B Convertible Preferred Stock into common stock of CCGI~~
26 ~~(or such other security and/or property into which such common stock of CCGI may have been~~
27 ~~converted in the interim (whether by merger, combination, or otherwise))~~(the "CCGI Preferred Share
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1 Certificate”), and the Plan Contributor may not take any actions to oppose such exercise of rights
2 and remedies. The Plan Stockholder may, in its discretion, pursuant to terms that may be agreed
3 upon by Reorganized ECotality and the Plan Stockholder, transfer assets and/or other interests,
4 other than the Purchased Assets, to Reorganized ECotality as may be required for Reorganized
5 ECotality to continue to maintain the Business Enterprise.

6 12. ~~Operating Line of Credit.~~ Reorganized ECotality may, in the discretion of the
7 New Board, pursuant to and under the terms of the loan documents consistent with the terms
8 contained in Exhibit []G to the Plan Supplement, enter into a loan for borrowed money, ~~the~~
9 ~~ultimate source of the funds which is a third party lender unaffiliated with the Stock Trust, the Plan~~
10 ~~Stockholder, CCGI or any of their respective affiliates,~~ as needed to fund the operations of
11 Reorganized ECotality under a revolving line of credit (the “*Operating Line of Credit*”). The
12 Operating Line of Credit shall be secured by interests in (a) all of the assets of Reorganized
13 ECotality acquired by the Reorganized ECotality after the Effective Date (for clarity, and without
14 limitation, expressly excluding the Liquidating Trust Assets), (b) a pledge of the Plan Stock and/or
15 (c) a pledge of the Qualified Creditor Stock, which pledge may only foreclosed upon if an event of
16 default (as defined in the loan documents pursuant to which the Operating Line of Credit is
17 provided) has been declared and is continuing, following not less than five (5) business days’ written
18 notice thereof to the Stock Trustee ~~from the ultimate third party source of the funding for the~~
19 ~~Operating Line of Credit.~~ In the event of a default under the Operating Line of Credit, the Stock
20 Trustee shall be authorized to exercise all rights and remedies under the CCGI Preferred Share
21 Certificate.†

22 13. **New Board.** On the Effective Date or as soon as reasonably practicable thereafter,
23 the directors and officers identified in the Plan Supplement shall serve as the New Board and
24 officers, respectively, of the Reorganized Debtors that are corporations. After the Effective Date,
25 the corporate governance and management of the Reorganized Debtors shall be determined by the
26 applicable board of managers, board of directors or shareholders in accordance with the laws of the
27 applicable state of organization.
28

1 **14. Discharge from Notes, Instruments, and Outstanding Equity Interests.** On the
2 Effective Date, except as otherwise provided herein or in the Plan (including Section 4.6 of the Plan)
3 or any agreement, instrument or other document incorporated in the Plan or the Plan Supplement:
4 (a) any agreement, stock, instrument, certificate or other document in respect of the Equity Interests
5 shall be deemed cancelled; (b) the obligations of any of the Debtors pursuant, relating or pertaining
6 to any agreement, stock, instrument, certificate or other document in respect of the Equity Interests
7 shall be released and discharged; and (c) for the avoidance of doubt, the Reorganized Debtors shall
8 not have any continuing obligations thereunder.

9 **15. Discharge from Liens.** On the Effective Date, except as otherwise provided herein
10 or in the Plan (including Section 4.7 of the Plan) or any agreement, instrument or other document
11 incorporated in the Plan or the Plan Supplement: (a) any Lien securing any Claim shall be deemed
12 released; (b) the holder of such Claim shall be authorized and directed to release any collateral or
13 other property of any Debtor held by such holder; (c) the holder of such Claim shall also be
14 authorized and directed to take such actions as may be requested by the Debtors, the Liquidating
15 Trustee or the Stock Trustee, as applicable, to evidence the release of such Lien, including the
16 execution, delivery and filing or recording of such releases as may be requested by the Debtors, the
17 Liquidating Trustee or the Stock Trustee, as applicable; (d) the obligations of any of the Debtors
18 pursuant, relating or pertaining to such Lien shall be released and discharged; and (e) for the
19 avoidance of doubt, the Reorganized Debtors shall not have any continuing obligations thereunder.

20 **16. Cancellation and Reissuance of Capital Stock.** Upon the Effective Date, all of the
21 issued and outstanding capital stock of Debtor ECOTality, Inc. shall be cancelled.
22 Contemporaneously therewith, the Reorganized Stock of Reorganized ECOTality shall be issued as
23 follows: (a) 50% to the Stock Trust for the pro rata benefit of the Qualified Creditor Stock
24 Beneficiaries and (b) 50% to the Plan Stockholder. For clarity, the Equity Interests in those
25 Debtors, other than Debtor ECOTality, Inc. (the parent company of such Debtors), [ECOTality](#)
26 [Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V.](#), shall be cancelled and new
27 common stock in those Reorganized Debtors shall be issued to Reorganized ECOTality.
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1 17. **Distributions on Account of Administrative Claims, Compensation Claims,**
2 **Substantial Contribution Compensation and Expenses and Priority Tax Claims.** All
3 distributions on account of Administrative Claims, Compensation Claims, Substantial Contribution
4 Compensation and Expenses and Priority Tax Claims under the Plan shall be made in accordance
5 with the terms and conditions set forth in Article II of the Plan.

6 18. **Distributions on Account of Allowed General Unsecured Claims.** All distributions
7 on account of Allowed General Unsecured Claims under the Plan shall be made in accordance with
8 the terms and conditions set forth in Article VII of the Plan.

9 19. **Distributions on Account of Disputed Claims.** On and after the Effective Date,
10 distributions on account of Allowed Claims and the resolution and treatment of Disputed Claims shall
11 be effectuated pursuant to Articles VI of the Plan.

12 20. **Issuance of Preferred Stock of CCGI.** CCGI shall be authorized to, and shall, file
13 the *Certificate of Designations of Preferences, Rights and Limitations of Series B Convertible*
14 *Preferred Stock* with any applicable government entity necessary to effectuate the resolutions
15 contained therein no later than the Effective Date and shall issue the Series B Convertible Preferred
16 Stock contemplated therein to the Stock Trust.

17 21. **Trust Deposit.** The reconciled amount of the Trust Deposit (the “*Remaining*
18 *Deposit*”) is to be paid in cash to the Liquidating Trust by a date no later than January 31, 2015, as
19 may be extended with the consent of the Reorganized Debtors and the Liquidating Trustee (the
20 “*Deposit Deadline*”). If the Remaining Deposit is not paid in cash to the Liquidating Trust by
21 January 15, 2015, or by such date that is at least fifteen (15) days prior to the Deposit Deadline, the
22 amount payable shall be increased by \$5,000 cash (the “*Additional Deposit*”). If the Remaining
23 Deposit, including the Additional Deposit, is not paid by the Deposit Deadline (a “*Default*”), the
24 Liquidating Trustee, solely in her capacity as such and not in her capacity as Stock Trustee, shall
25 have the right, in connection with the Operating Line of Credit, without notice to exercise
26 immediately all remedies, to (a) prohibit any exercise of remedies against any assets pledged as
27 collateral therefor and (b) extend the maturity of the Operating Line of Credit, notwithstanding any
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1 default or event of default thereunder, for up to fifteen (15) years from the Effective Date. With
2 respect to the foregoing, the relevant loan documents relating to the Operating Line of Credit shall
3 reflect that, in the event of a Default, the written consent of the Liquidating Trustee shall be required
4 prior to any such exercise of remedies, including the right to foreclose, with respect to such
5 collateral. In addition and without limitation on the foregoing, in the event of a Default, the
6 Liquidating Trustee shall, at her option: (a) have the right to pursue any and all remedies available
7 to it under applicable law, contract or otherwise, against the Plan Stockholder and/or the Plan
8 Contributor, regarding the Remaining Deposit and the Additional Deposit, as applicable, and recover
9 damages, if any, resulting from the failure to pay such amount, or (b) upon written notice to CCGI,
10 which notice shall be delivered no later than May 1, 2015, increase the number of shares of common
11 stock of CCGI into which the Series B Convertible Preferred Stock being issued to the Stock Trust
12 is convertible, pursuant to that CCGI Preferred Share Certificate, by the amount of the Remaining
13 Deposit, and the shares of Series B Convertible Preferred Stock shall be convertible into CCGI
14 common stock after December 31, 2015, December 31, 2016 and December 31, 2017, respectively.
15 The Plan Stockholder and/or Plan Contributor and CCGI are hereby enjoined from challenging or
16 otherwise preventing the Liquidating Trust from exercising the remedies provided in this paragraph.
17 No releases or exculpations granted in the Plan or this Order shall prevent the Liquidating Trust
18 from exercising its rights and remedies as provided in this paragraph. Venue and jurisdiction
19 regarding the exercise of the Liquidating Trust's rights and remedies hereof shall be in Arizona.

20 ~~21~~**22. No Action Required.** Except as otherwise provided in this Confirmation Order, all
21 matters provided for in the Plan involving the corporate structure of the Debtors or Reorganized
22 ECOTality, and any corporate action required by the Debtors or Reorganized ECOTality in connection
23 with, and to implement, the Plan shall be deemed to have occurred and shall be in effect, without any
24 requirement of further action by the stock holders, the managing members, directors or officers of
25 Debtor ECOTality. On or (as applicable) prior to the Effective Date, the managing members,
26 directors or officers of the Debtors shall be authorized and directed to issue, execute and deliver the
27 agreements, documents, securities, and instruments contemplated by the Plan (or necessary or
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1 desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the
2 Debtors and Reorganized ECOTality, including, but not limited to, any documentation executed in
3 connection with the Trust Agreements, the Tax Sharing Agreement, the Stock Pledge Agreement or
4 the New Corporate Governance Documents. Such authorizations and approvals shall be effective
5 notwithstanding any requirements under non-bankruptcy law.

6 **2223. Governmental Approvals Not Required.** Except as otherwise stated in the Plan,
7 this Confirmation Order shall constitute all approvals and consents required, if any, by the laws,
8 rules, or regulations of any state or other governmental authority with respect to the dissemination,
9 implementation or consummation of the Plan, the Disclosure Statement, any documents, instruments
10 or agreements, and any amendments or modifications thereto, and any other transactions referred to
11 in, or contemplated by, the Plan and the Disclosure Statement, without any requirement for further
12 action by the Debtors, the Stock Trustee or the Liquidating Trustee, as applicable.

13 **2324. Exemption from Securities Laws.** Pursuant to section 4(a)(2) of the Securities Act,
14 the issuance and distribution under the Plan of (a) the Qualified Creditor Stock and the Series B
15 Convertible Preferred Stock to the Stock Trust for the ratable benefit of the Qualified Creditor Stock
16 Beneficiaries and (b) the issuance of the Reorganized Stock of Reorganized ECOTality as set forth in
17 paragraph 16 hereto, shall be exempt from the registration requirements of section 5 of the Securities
18 Act and any state or local law requiring registration prior to the offering, issuance, distribution or
19 sale of securities. The provisions of Bankruptcy Code section 1145 shall apply to the issuance and
20 distribution under the Plan of Beneficial Interests in the Liquidating Trust and the Stock Trust (as
21 such terms are defined in the Liquidating Trust Agreement and the Stock Trust Agreement,
22 respectively) to holders of Allowed General Unsecured Claims or, with respect only to Beneficial
23 Interests in the Stock Trust ~~only~~, to Qualified Creditor Stock Beneficiaries, solely to the extent such
24 Beneficial Interests may constitute securities under applicable securities laws (but without prejudice
25 to the position of the Debtors that such Beneficial Interests do not constitute securities under
26 applicable securities laws). Therefore, to the extent that an “offer or sale” is deemed to have
27 occurred with respect to such Beneficial Interests, such issuance, in accordance with Bankruptcy
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1 Code section 1145(a), shall be exempt from, among other things, the registration requirements of
2 section 5 of the Securities Act and any state or local law requiring registration prior to the offering,
3 issuance, distribution or sale of securities. Upon the Effective Date of the Plan or as soon thereafter
4 as reasonably practicable, the Debtors or the Reorganized Debtors shall be authorized to, and shall,
5 file with the Securities and Exchange Commission a Form 15 certification and notice of termination
6 of registration under section 12(g) of the Exchange Act.

7 **2425. Exemption from Transfer Taxes and Recording Fees.** To the fullest extent
8 permitted by Bankruptcy Code section 1146(a), any transfer from a Debtor to the Liquidating
9 Trustee or the Stock Trustee, as applicable, or to any entity under, pursuant to, in contemplation of,
10 or in connection with the Plan or through: (a) the issuance, distribution, transfer or exchange of any
11 debt, securities or other interest in the Debtors; (b) the creation, modification, consolidation or
12 recording of any mortgage, deed of trust or other security interest, or the securing of additional
13 indebtedness by such or other means; (c) the making, assignment or recording of any lease or
14 sublease; or (d) the making, delivery or recording of any deed or other instrument of transfer under,
15 in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments or
16 other instrument of transfer executed in connection with any transaction arising out of, contemplated
17 by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax,
18 conveyance fee, intangibles, or similar tax, mortgage tax, real estate transfer tax, mortgage recording
19 tax, sales or use tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording
20 fee or other similar tax or governmental assessment, and the appropriate state or local governmental
21 officials or agents shall forego the collection of any such tax or governmental assessment and to
22 accept for filing and recordation any of the foregoing instruments or other documents without the
23 payment of any such tax or governmental assessment.

24 **2526. Dissolution of the Committee.** The Committee shall continue in existence until the
25 Effective Date to exercise those powers and perform those duties specified in Bankruptcy Code
26 section 1103 and shall perform such other duties as it may have been assigned by the Bankruptcy
27 Court prior to the Effective Date. On the Effective Date, the Committee shall be dissolved and the
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1 Committee's members shall be deemed released of all their duties, responsibilities and obligations in
2 connection with the Chapter 11 Cases or the Plan and its implementation, and the retention or
3 employment of the Committee's Professionals shall terminate.

4 CAUSES OF ACTION

5 ~~26~~27. **Preservation of Causes of Action.** Except as otherwise provided in the Plan or by a
6 Final Order, any Causes of Action that the Debtors or the Reorganized Debtors, as applicable, may
7 hold against any Entity are hereby preserved in accordance with Section 9.6 of the Plan and, for the
8 avoidance of doubt, Exhibit A to the Plan.

9 EXECUTORY CONTRACTS AND UNEXPIRED LEASES

10 ~~27~~28. **Rejection and Repudiation of Executory Contracts and Unexpired Leases.** On
11 the Effective Date or as soon as reasonably practicable thereafter, except as otherwise provided
12 herein or in the Plan, all executory contracts and unexpired leases shall be deemed rejected or
13 repudiated pursuant to Bankruptcy Code section 365 other than those executory contracts or
14 unexpired leases that: (a) previously were assumed or rejected by the Debtors; (b) are otherwise
15 addressed in this Confirmation Order; (c) are otherwise addressed in the Plan; or (d) are the subject
16 of a motion to reject such executory contracts or unexpired leases, as applicable, that is pending on
17 the Effective Date, regardless of whether the requested effective date of such rejection is on or after
18 the Effective Date, in accordance with Article V of the Plan.

19 ~~28~~29. **Claims Based on Rejection or Repudiation of Executory Contracts and**
20 **Unexpired Leases.** If the rejection or repudiation of an executory contract or unexpired lease
21 pursuant to the Plan results in a Claim, then such Claim shall be forever barred and shall not be
22 enforceable against the Debtors or their properties, or any of their interests in properties as agent,
23 successor or assign, unless a Proof of Claim is filed with the Claims and Noticing Agent and served
24 upon counsel to the Liquidating Trustee within thirty (30) days after the earlier of (i) entry of this
25 Confirmation Order and (ii) the effective date of rejection or repudiation of the executory contract or
26 unexpired lease. This Confirmation Order shall serve as notice of the bar date established by Section
27 5.2 of the Plan to the non-Debtor counterparties to the executory contracts and unexpired leases
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1 rejected pursuant to the Plan. Unless otherwise provided herein, the Liquidating Trustee shall object
2 to such Claims on or before the Claims Objection Bar Date.

3 ~~29~~30. **DOE EV Project Contract.** Notwithstanding anything to the contrary in the Plan,
4 this Confirmation Order, or any other documents implementing the Plan, the Debtors or the
5 Reorganized Debtors, as applicable, shall maintain the right to file a motion to assume the DOE EV
6 Project Contract (as defined in the Disclosure Statement) under Bankruptcy Code section 365 (the
7 “*DOE Assumption Motion*”), which motion shall be filed no later than January 15, 2014 (the
8 “*Assumption Motion Filing Date*”), subject to further extension with the consent of the Debtors or
9 the Liquidating Trustee, as applicable, the Reorganized Debtors and the United States Department of
10 Energy (the “*DOE*”), subject to the terms set forth in this paragraph and the right of all parties in
11 interest (including the DOE) to object to any such DOE Assumption Motion; provided, further that
12 any and all rights of the DOE, the Debtors, the Plan Contributor (only in its capacity as plan
13 proponent as provided for under the Plan) and the Liquidating Trustee, as applicable, against all
14 parties in interest in connection with the DOE EV Project Contract shall be preserved; provided,
15 however, the rights of the DOE as against the Debtors shall be limited to the extent set forth in the
16 Sale Orders (as defined in the Disclosure Statement). Approval of any DOE Assumption Motion
17 that requires the payment of applicable cure costs, if any, to the DOE from the Debtors or the
18 Liquidating Trust, as applicable, shall not be permitted. If no DOE Assumption Motion is filed by
19 the Assumption Motion Filing Date, the DOE EV Project Contract shall be deemed rejected;
20 provided, however, the DOE may not assert any claim arising from such rejection against the
21 Reorganized Debtors.

22 RELEASES, INJUNCTIONS, STAYS

23 ~~30~~31. **Discharge.** Except with respect to Class 4 Creditors, to the extent their Claims are
24 expressly not discharged, and as of the Effective Date, except as otherwise explicitly provided in the
25 Plan or this Confirmation Order (including with respect to Class 4 Claims), the rights afforded under
26 the Plan and the treatment of Claims and Equity Interests under the Plan shall be in exchange for and
27 in complete satisfaction, discharge and release of all Claims and satisfaction or termination of all
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Equity Interests. Except with respect to Class 4 Creditors, to the extent their Claims are expressly not discharged, and except as otherwise provided in the Plan or this Confirmation Order, Confirmation shall, as of the Effective Date: (i) discharge the Debtors from all Claims or other debts that arose before the Effective Date, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, and all debts of the kind specified in Bankruptcy Code sections 502(g), 502(h) or 502(i), in each case whether or not (w) a Proof of Claim is filed or deemed filed pursuant to Bankruptcy Code section 501, (x) a Claim based on such debt is Allowed pursuant to Bankruptcy Code section 502, (y) the holder of a Claim based on such debt has accepted the Plan or (z) such Claim is listed in the Schedules; and (ii) satisfy, terminate or cancel all Equity Interests and other rights of equity security holders in the Debtors. As of the Effective Date, except as otherwise provided in the Plan or this Confirmation Order, all Persons and Entities shall be precluded from asserting against the Debtors, or their respective successors or property, any other or further Claims, demands, debts, rights, causes of action, liabilities or equity interests based upon any act, omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date. In accordance with the foregoing, except as provided in the Plan or this Confirmation Order, this Confirmation Order shall be a judicial determination, as of the Effective Date, of a discharge of all such Claims except with respect to Class 4 Creditors, to the extent their Claims are expressly not discharged, and other debts and liabilities against the Debtors and satisfaction, termination or cancellation of all Equity Interests and other rights of equity security holders in the Debtors, pursuant to Bankruptcy Code sections 524 and 1141, and such discharge will void any judgment obtained against the Debtors at any time, to the extent that such judgment relates to a discharged Claim. For the avoidance of doubt, notwithstanding anything to the contrary in the Plan, the Plan Supplement and this Confirmation Order, no indebtedness owed by the Debtors or the Reorganized Debtors, except for the Intercompany Claims, as provided for under the Plan, that arose prior to the Effective Date, shall be the responsibility in any way, except pursuant to the Plan (including the Plan Supplement), of the Debtors. All such Claims, and any Claims for professional fees incurred after

1 the Effective Date incurred by the Liquidating Trust, shall be the responsibility of the Liquidating
2 Trust only.†

3 ~~31~~32. **Pre-Effective Date Injunctions or Stays.** All injunctions or stays, whether by
4 operation of law or by order of the Bankruptcy Court, provided for in the Chapter 11 Cases
5 pursuant to Bankruptcy Code sections 105 or 362 or otherwise that are in effect on the Confirmation
6 Date shall remain in full force and effect until the Effective Date.

7 ~~32~~33. **Release, Injunction and Exculpation Provisions Under the Plan.** The release,
8 injunctions and exculpation provisions set forth in Sections 9.2, 9.3 and 9.5 of the Plan are approved
9 and authorized in their entirety, and such provisions shall be effective and binding on all Persons and
10 Entities to the extent provided in the Plan. As set forth in Section 9.4 of the Plan and approved
11 hereby, notwithstanding any other provision of Article IX of the Plan or this Confirmation Order,
12 nothing in Article IX of the Plan or this Confirmation Order shall be deemed to release the Limited
13 Released Parties from any claim related to prepetition conduct with respect to the prepetition
14 operations and affairs of the Debtors.

15 ~~33~~34. **Survival of Certain Indemnification Obligations.** Any obligations of the Debtors
16 pursuant to their corporate charters and bylaws or agreements, including any amendments, entered
17 into any time prior to the Effective Date, to indemnify, reimburse or limit the liability of any Person
18 or Entity pursuant to the Debtors' certificates of incorporation, bylaws, policy of providing employee
19 indemnification, applicable state law or specific agreement in respect of any claims, demands, suits,
20 causes of action or proceedings against such Person or Entity based upon any act or omission related
21 to such Person or Entity's service with, for, or on behalf of the Debtors prior to the Effective Date
22 with respect to all past, present and future actions, suits and proceedings relating to the Debtors shall
23 continue as obligations of the Liquidating Trust, in accordance with Section 5.4 of the Plan.
24 Notwithstanding anything to the contrary in the Plan or in this Confirmation Order, there shall be no
25 obligation of any kind on the part of the Debtors, the Liquidating Trust, the Liquidating Trustee, the
26 Plan Contributor, the Plan Stockholder, Blink Acquisition LLC, the Stock Trust, the Stock Trustee
27 or any of the Reorganized Debtors with respect to any Claims, suits or actions against a Person or
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Entity that result in a final order determining that such Person or Entity is liable for fraud, willful misconduct, gross negligence, bad faith, self-dealing or breach of the duty of loyalty.

PLAN CONSUMMATION AND EFFECTIVENESS

3435. Waiver of Stay. For good cause shown, the stay of this Confirmation Order provided by Bankruptcy Rule 3020(e) is waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by the Court.

3536. Authorization to Consummate. The Debtors are authorized to consummate the Plan at any time after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to Consummation set forth in Article VIII of the Plan.

3637. Failure of Consummation. If the Effective Date does not occur, then nothing contained in the Plan shall (a) constitute a waiver or release of any Claims against or Equity Interests in the Debtors; (b) prejudice in any manner the rights of the holder of any Claim against, or Equity Interest in, the Debtors; (c) prejudice in any manner any right, remedy or Claim of the Debtors; (d) be deemed an admission against interest by the Debtors; or (e) constitute a settlement, implicit or otherwise, of any kind whatsoever.

3738. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under Bankruptcy Code sections 1101 and 1127, notwithstanding any post-Effective Date, non-material, technical modifications thereto. ~~For the avoidance of doubt, the Effective Date and, thus, substantial consummation of the Plan, shall not occur until and unless the Plan Contributor pays to the Estates the \$200,000 in cash the baseline commitment for the benefit of creditors, as set forth in the Plan.~~

3839. Notice of Confirmation. In accordance with Bankruptcy Rules 2002 and 3020(c), the Debtors shall serve notice of entry of this Confirmation Order, substantially in the form attached hereto as **Exhibit A** (the “*Confirmation Order Notice*”), on the Core Notice Parties and all holders of Claims and Equity Interests and within ten (10) Business Days after the date of entry of this Confirmation Order. The form of the Confirmation Order Notice is hereby approved in all respects.

1 ~~39~~40. **Notice of Effective Date.** The Debtors shall file with the Bankruptcy Court a notice
2 of the occurrence of the Effective Date within a reasonable period of time after the conditions in
3 Section 8.1 of the Plan have been satisfied or waived pursuant to Section 8.2, and the Effective Date
4 has occurred. The notice of the Effective Date may be included in the Confirmation Order Notice.
5 Notwithstanding the above, no notice of Confirmation or Consummation or service of any kind shall
6 be required to be mailed or made upon any Entity to whom the Debtors mailed notice of the Final
7 Disclosure Statement and Confirmation Hearing, but received such notice returned marked
8 “undeliverable as addressed,” “moved, left no forwarding address” or “forwarding order expired,” or
9 similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise
10 aware, of that Entity’s new address. The above-referenced notices are adequate under the particular
11 circumstances of the Chapter 11 Cases, and no other or further notice is necessary.

12 **OTHER MATTERS**

13 ~~40~~41. **Binding Effect.** Upon the occurrence of the Effective Date, all provisions of the
14 Plan, including all agreements, instruments and other documents filed in connection with the Plan and
15 executed by the Debtors, the Liquidating Trustee or the Stock Trustee, as applicable, in connection
16 with the Plan, shall be binding upon the Debtors, the Liquidating Trust, the Liquidating Trustee, the
17 Stock Trust, the Stock Trustee, the Plan Contributor, the Plan Stockholder, CCGI, all holders of
18 Claims and Equity Interests and all other Persons and Entities that are affected in any manner by the
19 Plan. All agreements, instruments and other documents filed in connection with the Plan shall have
20 full force and effect, and shall bind all parties thereto, subject to the occurrence of the Effective
21 Date, upon the entry of the Confirmation Order, whether or not such exhibits actually shall be
22 executed by parties other than the Debtors, the Liquidating Trustee or the Stock Trustee, or shall be
23 issued, delivered or recorded on the Effective Date or thereafter. The rights, benefits and obligations
24 of any entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of,
25 any heir, executor, administrator, successor or assign of such entity.

26 ~~41~~42. **Payment of Statutory Fees.** On the Effective Date or as soon as reasonably
27 practicable thereafter, the Debtors shall pay, in full in Cash, any fees due and owing to the U.S.
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1 Trustee at the time of Confirmation. On and after the Effective Date, the Reorganized Debtors shall
2 pay the applicable U.S. Trustee fees for each of the Reorganized Debtors until the entry of a final
3 decree, pursuant to Bankruptcy Rule 3022, in each such Reorganized Debtor's Chapter 11 Case or
4 until each such Chapter 11 Case is converted or dismissed.

5 **4243. Nonseverability of Plan Provisions Upon Confirmation.** Each provision of the Plan
6 is: (a) valid and enforceable in accordance with its terms; (b) integral to the Plan and may not be
7 deleted or modified without the consent of the Debtors or the Reorganized Debtors, as applicable;
8 and (c) nonseverable and mutually dependent.

9 **4344. Post-Confirmation Modifications.** Subject to the reasonable consent of the
10 Committee and the Plan Contributor, the Debtors may amend or modify the Plan, the Plan
11 Supplement, and any schedule or supplement hereto, at any time prior to the Effective Date in
12 accordance with the Bankruptcy Code, Bankruptcy Rules or any applicable court order. Subject to
13 certain restrictions and requirements set forth in Bankruptcy Code section 1127 and Bankruptcy Rule
14 3019, the Debtors, subject to the reasonable consent of the Committee and the Plan Contributor,
15 expressly reserve their rights to alter, amend or modify materially the Plan with respect to the
16 Debtors, one or more times, after Confirmation, and, to the extent necessary, may initiate
17 proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or
18 omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation
19 Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. A
20 holder of a Claim or Equity Interest that has accepted the Plan shall be deemed to have accepted the
21 Plan, as altered, amended, modified or supplemented, if the proposed alteration, amendment,
22 modification or supplement does not materially and adversely change the treatment of the Claim or
23 Equity Interest of such holder.

24 **4445. Applicable Non-Bankruptcy Law.** Pursuant to Bankruptcy Code sections 1123(a)
25 and 1142(a), the provisions of this Confirmation Order, the Plan and related documents, or any
26 amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise
27 applicable non-bankruptcy law, rule or regulation.
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1 ~~45~~46. **References to and Omissions of Plan Provisions.** References to articles, sections
2 and provisions of the Plan are inserted for convenience of reference only and are not intended to be
3 a part of or to affect the interpretation of the Plan. The failure to specifically include or to refer to
4 any particular article, section, or provision of the Plan in this Confirmation Order shall not diminish
5 or impair the effectiveness of such article, section, or provision, it being the intent of the Court that
6 the Plan be confirmed in its entirety and incorporated herein by this reference.

7 ~~46~~47. **Headings.** Headings utilized herein are for convenience and reference only, and do
8 not constitute a part of the Plan or this Confirmation Order for any other purpose.

9 ~~47~~48. **Effect of Conflict.** This Confirmation Order supersedes any Court order issued prior
10 to the Confirmation Date that may be inconsistent with this Confirmation Order, except as set forth
11 in this paragraph. If there is any inconsistency between the terms of this Confirmation Order and the
12 Plan (including any amendments thereto), the terms of this Confirmation Order shall govern and
13 control. If there is any inconsistency between the terms of the Plan (including any amendments
14 thereto), the terms of the Plan Supplement and the terms of this Confirmation Order, the terms of
15 the Plan Supplement shall govern and control.

16 ~~48~~49. **Retention of Jurisdiction.** The Court may properly, and upon the Effective Date
17 shall, to the full extent set forth in the Plan, retain jurisdiction over all matters arising out of, and
18 related to, the Chapter 11 Cases, including the matters set forth in Section 10.1 of the Plan and
19 section 1142 of the Bankruptcy Code. If the Bankruptcy Court abstains from exercising, or declines
20 to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of the Plan or
21 in the Chapter 11 Cases, such abstention, refusal or failure of jurisdiction shall have no effect upon
22 and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having
23 competent jurisdiction with respect to such matter.

24 ~~49~~50. **Scottsdale House.** Notwithstanding anything in the Plan to the contrary, Class 1 shall
25 include, *inter alia*, any Secured Claims (to the extent Allowed) of BMO Harris Bank N.A. in its
26 capacity as personal representative of the estate of C. Timothy Caldwell ("**BMO**") related to the loan
27 made by C. Timothy Caldwell to Debtor ECOtality, Inc. BMO asserts that the (i) current amount of
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1 its Secured Claim as of the Petition Date is \$192,713.58, and (ii) BMO is entitled to recover accrued
2 and accruing interest, costs and reasonable attorneys' fees as an oversecured creditor. BMO further
3 asserts that repayment of BMO's Secured Claim is secured by among other things a first and prior,
4 valid and perfected lien and security interest in the real property located at 6821 East Thomas Road
5 in Scottsdale, Arizona (the "*Scottsdale House*"). To the extent BMO's Secured Claim is Allowed
6 and except to the extent that BMO agrees to a less favorable treatment of its Secured Claim, in full
7 and final satisfaction, settlement, release and discharge of, and in exchange for, BMO's Secured
8 Claim, BMO shall receive, at the option of the Reorganized Debtors or Liquidating Trustee, as
9 applicable, either: (i) payment in full in Cash of BMO's Secured Claim; (ii) reinstatement of BMO's
10 Secured Claim as it existed prior to the Petition Date, pursuant to the terms of the loan documents
11 attached to the Proof of Claim filed by BMO at Claim No. 6-1 in the bankruptcy case of Debtor
12 ECOTality, Inc.; (iii) return of any and all collateral subject to such holder's Secured Claim, including
13 without limitation the Scottsdale House; or (iv) such other treatment rendering such holder's
14 Allowed Secured Claim Unimpaired. BMO shall retain its lien on all collateral subject to its Secured
15 Claim, including without limitation the Scottsdale House, to the same extent and priority that existed
16 prior to the Petition Date. In the event the Scottsdale House or any other collateral securing BMO's
17 Secured Claim is sold by the Reorganized Debtors or the Liquidating Trustee, as ~~applicable~~shall be
18 agreed by the parties or ordered by the Court, to the extent BMO's Secured Claim is allowed,
19 BMO's Secured Claim shall attach the proceeds of such sale.

20 51. **Global Learnnnnet Suit.** While Debtors do not agree that Debtors may be named as
21 defendants in any lawsuit, nothing in the Plan shall preclude plaintiffs ("*Plaintiffs*") in the matter
22 captioned *Global Learnnnnet Ltd., et al. v. ECOTality, Inc., et al.*, Case No. CGC-14-539077,
23 pending in California Superior Court, County of San Francisco (the "*State Lawsuit*") from seeking
24 leave of the Bankruptcy Court to serve any subpoenas on the Debtors, the Reorganized Debtors and
25 the Liquidating Trust, pursuant to the California Code of Civil Procedure. The Debtors, the
26 Reorganized Debtors, the Liquidating Trust and any other parties to the State Lawsuit reserve all
27 rights to object to, oppose or otherwise contest any subpoenas or other discovery requests served by
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1 Plaintiffs in the State Lawsuit, on any basis whatsoever, including under Bankruptcy Code section
2 362, but excluding the discharge, release and injunction provisions of the Plan and this Confirmation
3 Order. Further, nothing within the Plan shall release or discharge any rights, benefits or obligations
4 of the Debtors or any Limited Released Parties under any insurance policies obtained by Debtors and
5 that name any Limited Released Parties as insureds. Additionally, nothing in the Plan and this
6 Confirmation Order, including the discharge, release and injunction provisions, shall prevent or enjoin
7 the Plaintiffs from pursuing recovery under the Debtors' Officer and Director insurance policies,
8 except that the Plaintiffs may not name any Debtor as a party to the State Lawsuit or any other
9 action. The proceeds from such insurance policies shall be available to pay a judgment in favor of
10 Plaintiffs in the State Lawsuit, if any, provided that such insurance proceeds are otherwise available
11 under the terms of the policies and under the law. In any event, the Plaintiffs shall not be entitled to
12 collect any judgment against the Debtors, the Reorganized Debtors or the Liquidating Trust, or any
13 of their successors in interest. The Plan does not affect any obligations that the Debtors, the
14 Reorganized Debtors or the Liquidating Trust otherwise have to preserve documents and other
15 information related to the State Lawsuit.

16 52. **Miscellaneous.** The definition of Excluded Assets shall also include the Debtors'
17 interests in ECotality Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V.; provided,
18 however, that any liabilities of ECotality Australia Pty Ltd. and Portable Energy de Mexico, S.A. de
19 C.V., if any, shall not be deemed to be Claims against any of the Debtors; provided, further, the
20 Liquidating Trust and the Stock Trust shall have no liability whatsoever with respect to ECotality
21 Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V. For clarity, the Debtors' interests
22 in ECotality Asia Pacific Limited are not Excluded Assets, and shall be assets of Reorganized
23 ECotality. For the avoidance of doubt, the Liquidating Trustee disclaims all ownership, rights and
24 interests, if any, in ECotality Australia Pty. Ltd and Portable Energy de Mexico, S.A. de C.V. The
25 definition of Intercompany Claims shall be as follows: "any amounts due or obligation among or
26 between the Debtors and/or any of ECotality Australia Pty Ltd., Portable Energy de Mexico, S.A.
27 de C.V. and ECotality Asia Pacific Limited, including without limitation intercompany receivables,
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1 intercompany investments, intercompany guarantees, contribution due to intercompany liabilities, or
2 ownership interests of one Debtor by another Debtor, as identified in the Plan Supplement.” For
3 clarity, the Equity Interests in those Debtors, other than Debtor ECOtality, Inc. (the parent company
4 of such Debtors), ECOtality Australia Pty Ltd. and Portable Energy de Mexico, S.A. de C.V., shall
5 be cancelled and new common stock in those Reorganized Debtors shall be issued to Reorganized
6 ECOtality.

7 * * *