

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |  |                                     |
|----------------------------------|--|--|-------------------------------------|
| <b>SUBMISSION TYPE:</b>          |  | NEW ASSIGNMENT                               |                                     |
| <b>NATURE OF CONVEYANCE:</b>     |  | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                                     |
| <b>CONVEYING PARTY DATA</b>      |  |  |                                     |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>                        | <b>Entity Type</b>                  |
| We The People LLC                |  | 12/15/2010                                   | LIMITED LIABILITY COMPANY: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |  |                                     |
| <b>Name:</b>                     | WTP IP Holdings, LLC   |  |                                     |
| <b>Street Address:</b>           | c/o We The People of NY  |  |                                     |
| <b>Internal Address:</b>         | 219 West 14th Street   |  |                                     |
| <b>City:</b>                     | New York   |  |                                     |
| <b>State/Country:</b>            | NEW YORK   |  |                                     |
| <b>Postal Code:</b>              | 10011  |  |                                     |
| <b>Entity Type:</b>              | LIMITED LIABILITY COMPANY: DELAWARE  |  |                                     |
| <b>PROPERTY NUMBERS Total: 2</b> |  |  |                                     |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>                             |                                     |
| <b>Registration Number:</b>      | 2075797  | WE THE PEOPLE                                |                                     |
| <b>Registration Number:</b>      | 3560049  | WE THE PEOPLE DOCUMENT PREPARATION SERVICES  |                                     |
| <b>CORRESPONDENCE DATA</b>       |  |  |                                     |
| <b>Fax Number:</b>               | (212)681-0300  |  |                                     |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                                     |
| <b>Phone:</b>                    | 212-681-0600   |  |                                     |
| <b>Email:</b>                    | jbroitman@ocfblaw.com  |  |                                     |
| <b>Correspondent Name:</b>       | Joshua S. Broitman   |  |                                     |
| <b>Address Line 1:</b>           | Ostrager Chong Flaherty & Broitman P.C.  |  |                                     |
| <b>Address Line 2:</b>           | 570 Lexington Avenue, 17th Floor   |  |                                     |
| <b>Address Line 4:</b>           | New York, NEW YORK 10022   |  |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>   |  | WTP - TM ASSIGN                              |                                     |
| <b>NAME OF SUBMITTER:</b>        |  | Joshua S. Broitman                           |                                     |

OP \$65.00 2075797

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**TRADEMARK**  
 REEL: 004487 FRAME: 0137

Signature:

/joshua s. broitman/

Date:

02/27/2011

**Total Attachments: 67**

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IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re

WE THE PEOPLE USA, INC. and  
WE THE PEOPLE, LLC,

Debtors.

Chapter 11

Case Nos. 10-10503-KJC, *et seq.*  
(jointly administered)

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER CONFIRMING  
THE DEBTORS' SECOND AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION**  
*(relates to Docket Nos. 215 & 216)*

UPON CONSIDERATION OF the Second Amended Joint Chapter 11 Plan Of Liquidation (Docket No. 215) (as may have been supplemented and/or amended, the "Plan")<sup>1</sup> filed by We The People USA, Inc. and We The People LLC (the "Debtors"), as debtors in possession, and any statements, responses, objections, or other papers with respect thereto; a hearing to consider confirmation of the Plan having been held before the Court (the "Confirmation Hearing") on December 15, 2010, at which the Court considered the Plan and other pleadings and papers filed in connection with the Plan, arguments of counsel, evidence presented, and the record in these cases; NOW, THEREFORE, IT IS HEREBY FOUND AND DETERMINED as follows:

(A) Core Proceeding. This is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A), (B), (L) and (O).

(B) Adequacy of Information. The Plan was solicited with a disclosure statement (Docket No. 216) (as may have been supplemented and/or amended, the "Disclosure Statement"), which the Court approved on October 20, 2010 as having satisfied the requirements of § 1125 of Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), after due

<sup>1</sup> Unless otherwise defined, capitalized terms used herein shall have the meanings set forth in the Plan.

notice and hearing, by entry of the Order Approving Disclosure Statement and (A) Establishing Record Date And Procedures for Confirmation of Debtors' Second Amended Joint Plan of Liquidation, (B) Approving Solicitation Procedures, And (C) Approving Forms of Ballots And Voting Procedures (Docket No. 220) (the "Disclosure Statement Order").

(C) Voting Procedures, Solicitation Procedures, and Forms of Ballots. In accordance with the Disclosure Statement Order, the Court also approved solicitation procedures, forms of ballots and notices, and voting procedures. The Court finds that the Debtors and all persons having responsibilities under the Disclosure Statement Order complied with their responsibilities under the Disclosure Statement Order and that acceptances of the Plan were properly solicited and tabulated.

(D) Record Date and Plan Deadlines. In accordance with the Disclosure Statement Order, the Court also established October 20, 2010 (the "Record Date") as the record date for purposes of voting on the Plan, fixing a deadline of 4:00 p.m. (Eastern Standard Time) on November 22, 2010 (the "Voting Deadline") by which original ballots must be received, and fixed November 22, 2010 (the "Objection Deadline") as the deadline for filing and serving objections to confirmation of the Plan. The Court finds that the foregoing dates and deadlines were appropriate and complied with all applicable statutes and rules.

(E) Notices. In accordance with the Disclosure Statement Order, the Court also approved the form of notice to be sent to each Class of Claims or Interests, including the notice of the Confirmation Hearing (the "Confirmation Notice"), all in accordance with the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure. The Court finds that such notices were proper in form and manner of service and that all creditors, interest holders, and other parties in interest received notice adequate to inform them of the filing of the Plan and the Debtors' presentation of the Plan to the Court for confirmation at the Confirmation Hearing. The Court takes judicial notice of all affidavits of service, certificates of service, and other evidence on the

Court's docket of the commencement of these cases, the manner and deadlines for asserting claims, the manner and deadlines for voting to accept or reject the Plan, and the manner and deadlines for objecting to confirmation of the Plan.

(F) Balloting Agent. In accordance with the Disclosure Statement Order, on or before October 25, 2010, the balloting agent (the "Balloting Agent") caused to be transmitted to all eligible holders of Claims or Interests: (a) a copy of the Plan, a copy of the Disclosure Statement, a copy of the Disclosure Statement Order, the Confirmation Notice, and related solicitation materials, or (b) a notice of non-voting status, as evidenced by the Certificate of Service of Solicitation Packages appearing on the docket at Docket No. 221.

(G) Evidence Supporting Confirmation. The Debtors have presented evidence sufficient to support confirmation of the Plan in accordance with each element of 11 U.S.C. § 1129(a).

(H) Due and Sufficient Notice. Due, proper, and adequate notice of the time for the filing of objections to confirmation of the Plan and of the date and time of the Confirmation Hearing was given in accordance with Fed. R. Bankr. P. 2002(b)(2) and the Disclosure Statement Order. Copies of the Plan were properly and timely transmitted to holders of Claims entitled to vote on the Plan in accordance with the requirements of the Bankruptcy Code and the Disclosure Statement Order.

(I) Solicitation. The solicitation of votes on the Plan was conducted in good faith, in compliance with the applicable provisions of the Bankruptcy Code, including but not limited to § 1125(e) of the Bankruptcy Code, and in compliance with the Disclosure Statement Order.

(J) Ballot Tabulation. The procedures by which the Ballots for acceptance or rejection of the Plan were tabulated were fair and properly conducted in accordance with the Disclosure Statement Order. The Debtors submitted the Declaration of Balloting Agent Certifying Tabulation of Votes Cast By Holders Of Claims in Connection with Debtor's Second

Amended Plan of Liquidation (the "Voting Affidavit"), in which the Balloting Agent attested to the tabulation of all valid ballots received on or before the Voting Deadline from holders of Claims entitled to vote on the Plan. The Voting Affidavit reflects that the Plan was accepted by each impaired Class of Claims entitled to vote under the Plan that voted on the Plan.

(K) Plan Compliance – Section 1129(a)(1). The Plan complies with the applicable provisions of the Bankruptcy Code.

(L) Proponent Compliance – Section 1129(a)(2). The Debtors have complied with the applicable provisions of the Bankruptcy Code.

(M) Good Faith – Section 1129(a)(3). The Plan has been proposed in good faith and not by any means forbidden by law.

(N) Payments – Section 1129(a)(4). Except to the extent otherwise provided in the Plan, and pursuant to previous orders of this Court, any payment made or to be made by the Debtors, or any person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with the Debtors' Chapter 11 Cases or in connection with the Plan and incident to the Debtors' Chapter 11 Cases has been approved by, or is subject to the approval of, the Court as reasonable.

(O) Directors, Officers and Insiders – Section 1129(a)(5). The identity and affiliations of any individual proposed to serve, after confirmation of the Plan, as the trustee of the liquidation trust (the "Liquidation Trust") to be formed on the Effective Date in accordance with the Liquidation Trust Agreement (as defined in the Plan) was disclosed to the Bankruptcy Court; and the appointment to, or continuance in, such office of such individuals is consistent with the interests of creditors and equity security holders and with public policy, in accordance with 11 U.S.C. § 1129(a)(5)(A). The Debtors have disclosed the identity of any insider that may be employed or retained by the Liquidation Trust, and the nature of any compensation for such insider, in accordance with 11 U.S.C. § 1129(a)(5)(B).

(P) No Rate Change Jurisdiction – Section 1129(a)(6). There are no rate changes provided for in the Plan, and there is no governmental regulatory commission with jurisdiction, after confirmation of the Plan, over any rates of the Debtors in any event.

(Q) Best Interests of Creditors – Section 1129(a)(7). With respect to each impaired Class of Claims and each Class of Interests under the Plan, each Holder of a Claim or Interest of such Class (i) has accepted the Plan, or (ii) will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive or retain if the Debtors' estates were liquidated under Chapter 7 of the Bankruptcy Code on such date.

(R) Acceptance of Plan – Section 1129(a)(8). Each Class of Claims or Interests under the Plan that has voted on the Plan, other than those that are deemed to reject the Plan, has voted to accept the Plan or the Claims in such Class are not impaired under the Plan. Classes 1A, 1B, 2A, and 2B are not impaired under the Plan and are, therefore, conclusively presumed to have accepted the Plan.

(S) Priority Claims – Section 1129(a)(9). Except to the extent that the Holder of a particular Claim has agreed to different treatment of such Claim, the Plan provides that:

- (i) each holder of an Allowed Claim of a kind specified in § 507(a)(1) or (2) of the Bankruptcy Code shall receive on account of such Claim cash equal to the value of the Allowed amount of such Claim, in accordance with 11 U.S.C. § 1129(a)(9)(A);
- (ii) each holder of an Allowed Claim arising under § 507(a)(3), (4), (5), (6), or (7) of the Bankruptcy Code, if any, shall receive on account of such Claim a cash payment of a value equal to the Allowed amount of such Claim, in accordance with 11 U.S.C. § 1129(a)(9)(B);
- (iii) each holder of an Allowed Claim arising under § 507(a)(8) of the Bankruptcy Code shall receive on account of such Claim either (i) a cash payment equal to the Allowed amount of such Claim, or (ii) deferred cash payments over a period not exceeding six years after the date of assessment of such claim, of a value, as of the Effective Date, equal to the Allowed amount of such Claim, in accordance with 11 U.S.C. § 1129(a)(9)(C).



(T) Acceptance by Impaired Class – Section 1129(a)(10). At least one Class of Claims that is impaired has accepted the Plan, determined without including any acceptance of the Plan by any insider.

(U) Feasibility – Section 1129(a)(11). All obligations of the Debtors, the Liquidation Trust, and third parties under the Plan are feasible and all conditions and contingencies upon which effectiveness of the Plan relies are reasonably certain to occur. Confirmation of the Plan is not likely to be followed by the need for further liquidation or financial reorganization of the Debtors or the Liquidation Trust, except to the extent such liquidation is proposed in the Plan. There is a reasonable prospect that the Liquidation Trust will meet its financial obligations under the Plan.

(V) Fees – Section 1129(a)(12). All fees payable under 28 U.S.C. § 1930 have been paid or will be paid pursuant to the Plan.

(W) Retiree Benefits – Section 1129(a)(13). The Plan provides for the termination of any retiree benefits plans of the Debtors to the extent not previously terminated, as that term is used in 11 U.S.C. § 1114 of the Bankruptcy Code, provides for the payment of all amounts due under such plans necessary to terminate them in accordance with their terms, and otherwise complies with 11 U.S.C. § 1129(a)(13).

(X) Confirmation Notwithstanding Dissent of Impaired Classes – Section 1129(b)(1). With respect to Classes 6A and 6B of the Plan, the Plan meets all of the applicable requirements of §§ 1129(a) and 1129(b) of the Bankruptcy Code, does not discriminate unfairly, and is fair and equitable. All holders of Interests under Classes 6A and 6B of the Plan receive the same treatment (except to the extent that they have agreed to receive less favorable treatment), and there are no holders of any Claims or Interests junior to the Claims or Interests of such Classes retaining or receiving any property under the Plan on account of such junior Claims or Interests.

(Y) No Other Plan – Section 1129(c). The Plan is the only plan confirmed by this Court in these Chapter 11 Cases. No other plan has been filed or otherwise proposed.

(Z) No Avoidance of Taxes – Section 1129(d). The primary purpose of the Plan is not the avoidance of taxes or the avoidance of the requirements of section 5 of the Securities Act of 1933 (15 U.S.C. § 77e). There has been no request by a governmental unit that is a party in interest in these Chapter 11 Cases to make a finding that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of securities laws.

(AA) Classification and Contents – Section 1122 and 1123. The classification of Claims and Interests in Article IV of the Plan satisfies the requirements of § 1122 of the Bankruptcy Code. The Plan also satisfies the requirements of § 1123 of the Bankruptcy Code as follows:

- (i) Article IV of the Plan adequately designates classes of Claims and Interests, in accordance with 11 U.S.C. § 1123(a)(1).
- (ii) Article IV of the Plan specifies the unimpaired Classes, in accordance with 11 U.S.C. § 1123(a)(2).
- (iii) Article IV of the Plan specifies the treatment of each impaired Class, in accordance with 11 U.S.C. § 1123(a)(3).
- (iv) The Plan provides for the same economic treatment of each Claim or Interest in a particular Class, except to the extent that Holders of particular Claims or Interests have agreed to other treatment, in accordance with 11 U.S.C. § 1123(a)(4).
- (v) The Plan provides adequate means for its implementation in accordance with 11 U.S.C. § 1123(a)(5), including, among other things, (i) the creation and funding of a Liquidation Trust; (ii) the establishment by the Liquidation Trustee of reserves sufficient to fund the administrative costs of the Liquidation Trust; (iii) the dissolution of the corporate debtor entities; (iv) the adoption of the Liquidation Trust Agreement, which will govern the administration of the Liquidation Trust and the appointment of a specifically named individual to serve as the initial Liquidation Trustee; and (v) the adoption, execution, delivery and implementation of contracts, instruments, releases and other agreements or documents related to the foregoing.
- (vi) The Plan does not provide for the issuance of non-voting securities, and does not violate 11 U.S.C. § 1123(a)(6).

(vii) The Plan provides for the selection of a Liquidation Trustee consistent with the interests of creditors and with public policy, in accordance with 11 U.S.C. § 1123(a)(7).

(BB) Executory Contracts. The assumption or rejection of executory contracts and unexpired leases in accordance with the provisions of Article XI of the Plan satisfies the requirements of the applicable provisions of the Bankruptcy Code, including but not limited to § 365 of the Bankruptcy Code. The Plan provides that all executory contracts and unexpired leases of the Debtors that had not been previously assumed or rejected by Order of this Court (or in connection with which no motion to assume or to extend the time to assume or reject is pending as of the Confirmation Date) are specifically rejected as of the Confirmation Date of the Plan and, subject to the occurrence of the Effective Date, such rejection is approved.

(CC) Plan Modification. To the extent that the terms of this order modify the terms of the Plan, such modifications are non-material and do not (i) adversely change the treatment of Claims or Interests thereunder or hereunder, or (ii) require re-solicitation of the Plan.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. Confirmation. Subject to the provisions of this order, the Plan is hereby CONFIRMED in all respects, and all provisions thereof are incorporated herein by reference. This Order constitutes the "Confirmation Order" as referenced in, and defined by, the Plan. The Plan, the Liquidation Trust Agreement, and all related documents (collectively, along with any amendments, modifications, and supplements to any of the foregoing, the "Plan Documents"), and the execution and delivery thereof, and performance thereunder, by the Debtors, the Committee, Dollar Financial Group, Inc. and/or the Liquidation Trustee are AUTHORIZED and APPROVED, without need for any further corporate action.

2. Binding Effect. Without limiting the foregoing, effective as of the Confirmation Date but subject to the occurrence of the Effective Date, in accordance with § 1141(a) of the

Bankruptcy Code, the Plan Documents and this Order shall be binding upon all persons, known or unknown, including but not limited to the following: (i) the Debtors; (ii) the Committee; (iii) the Liquidation Trust, (iv) the Liquidation Trustee, (v) any party to an executory contract or unexpired lease with the Debtors; and (vi) any holder of a Claim against, or Interest in, the Debtors, whether or not the Claim or Interest of such holder is impaired under the Plan, whether or not such holder has accepted the Plan, whether or not such Claim or Interest was submitted in these proceedings via a filed proof of claim, a motion, an application, a request or proof of equity interest, or otherwise, and whether or not such holder objected to confirmation of the Plan.

3. Funding of Liquidation Trust. On the Effective Date, subject to Section 7.9 of the Plan, the Debtors and the Estates shall be deemed to have transferred and/or assigned as of the Effective Date (i) all of the Debtors' cash and cash equivalents (including, without limitation, cash held in any bank accounts of the Debtors) existing on the Effective Date, (ii) the A/P/S Funding Pool, (iii) the Trust Administration Pool, and (iv) the Trust Contribution, to the beneficiaries of the Liquidation Trust free and clear of all Claims, Liens and contractually imposed restrictions, except for the rights to distribution afforded to holders of Allowed Claims under the Plan; and immediately thereafter, such assets shall be deemed transferred by such beneficiaries to the Liquidation Trustee in trust, all subject to the provisions of the Plan.

4. Authority. The Debtors and the Liquidation Trustee (and their respective directors and officers to the extent applicable) shall be, and hereby are, authorized, empowered, and directed forthwith, subject to the conditions set forth in the Plan and in the Liquidation Trust Agreement, (a) to take all actions and to issue, execute, deliver, file, record, and perform their respective obligations under all documents as may be necessary or appropriate to implement, effectuate, and consummate, inter alia, (i) the Plan, as the same may be modified by this Order, (ii) the Liquidation Trust Agreement, and (iii) the dissolution of the corporate debtor entities; and (b) to take any other action and to issue, execute, deliver, file, record, and perform their

respective obligations under all documents contemplated by the Plan, by the Liquidation Trust Agreement, by any of the other Plan Documents, or by this Order, whether or not any such document is specifically referred to and without further application to or order of this Court.

5. Objections. To the extent not withdrawn prior to the entry of this Order, all objections to confirmation of the Plan, including but not limited to the objection filed by Frank J. Murphy (Docket No. 243), that have been filed or otherwise interposed are hereby overruled or are resolved by language set forth herein. Objections that have been withdrawn, if any, are hereby deemed withdrawn with prejudice unless otherwise expressly stated.

6. Bar Date: Proofs of Claim.

(A) To the extent the rejection of any executory contract or unexpired lease pursuant to Article XI of the Plan gives rise to a Claim by the non-debtor party or parties to such contract or lease, such Claim is hereby forever barred and shall not be enforceable against the Debtors, the Liquidation Trust or their properties unless a proof of claim in connection with such Claim is filed, with a copy served upon counsel for the Debtors and the Liquidation Trustee, on or before (x) twenty (20) days after the earlier to occur of (a) the Confirmation Date, and (b) the date of entry of an order by the Bankruptcy Court authorizing rejection of a particular Executory Contract, or (y) such other date as may be ordered by the Bankruptcy Court.

(B) All applications for allowance of Administrative Claims (other than Fee Claims) incurred before the Effective Date must be filed within thirty (30) days after the Confirmation Date. Except as otherwise agreed to by the Debtors or the Liquidation Trustee, any Person that fails to file such an application with the Court within that time is hereby forever barred from asserting such Administrative Claim against the Debtors, the Estates, the Liquidation Trust, or their property, or commencing or continuing any action, employment of process, or act to collect, offset, or recover such Administrative Claim.

7. Professional Fees Incurred Before Confirmation.

(A) All final applications for payment of Fee Claims through the Confirmation Date must be filed with the Court within thirty (30) days after the Effective Date (the "Fee Claims Bar Date"). Except as otherwise agreed to by the Debtors or the Liquidation Trustee, any person that fails to file such an application on or before such date shall be forever barred from asserting such Fee Claim against the Debtors, the Estates, the Liquidation Trust, or their property, and the holder thereof is hereby permanently enjoined from commencing or continuing any action, employment of process or act to collect, offset or recover such Fee Claim. All such final applications shall be filed with the Court and served upon: (1) counsel to the Debtors, Adam Hiller, Esquire, Pinckney, Harris & Weidinger, LLC, 1220 North Market Street, Suite 950, Wilmington, Delaware 19801; (2) the Liquidation Trustee, Robert D. Katz, Executive Sounding Board Associates Inc., 2 Penn Center, 1500 JFK Blvd, Suite 1730, Philadelphia, PA 19102; and (3) counsel for the United States Trustee, Mark Kenney, Esquire, 844 King Street, Room 2207, Lockbox No. 35, Wilmington, Delaware 19899, on or before the Fee Claims Bar Date. Any of the foregoing persons not timely served may waive service (and no person shall be required to serve copies upon itself). Objections to any application for payment of Fee Claims must be filed not later than twenty (20) days after the filing of the relevant application.

(B) All Fee Claims for services rendered to, or reimbursement of expenses incurred on behalf of, the Debtors or the Liquidation Trust after the Confirmation Date, including but not limited to services or expenses relating to the occurrence of the Effective Date and the resolution of Disputed Claims, shall be paid by the Litigation Trustee promptly following receipt of an invoice therefor, together with reasonably detailed documentation in support of same, or on such other terms as to which the Debtors and Liquidation Trustee may agree, without further notice or order of the Court.

8. Payment of U.S. Trustee Fees; Monthly Operating Reports.

(A) Notwithstanding anything to the contrary in the Plan or herein, any Administrative Claim of the United States Trustee for fees that remain owing and unpaid on the Confirmation Date shall be paid by the Debtors on or before the Effective Date. The deadline for filing proofs of claim or applications for payment of Administrative Claims set forth in Article III of the Plan shall not apply to any Administrative Claims of the United States Trustee for fees pursuant to 28 U.S.C. § 1930(a)(6) that remain owing and unpaid on the Effective Date, and the United States Trustee shall not be required to file an application for payment of any such fees.

(B) After the Confirmation Date, the Liquidation Trust shall no longer be required to file and serve monthly operating reports, and the Debtors and/or the Liquidation Trust shall be required to file operating reports only on a quarterly basis and only in the shortened form required by the United States Trustee. In the event that the Debtors have not filed a monthly operating report for any full month(s) before the Confirmation Date, the Liquidation Trustee shall file such report on, before, or as soon as reasonably practicable after, the Effective Date.

9. Unexpired Leases and Executory Contracts. Notwithstanding anything in the Plan to the contrary, any unexpired leases or executory contracts of any of the Debtors in connection with which a motion to assume or reject is pending on the date of entry of this order shall not be deemed rejected under the Plan. Assumption, assignment, and/or rejection of such unexpired leases and executory contracts shall be subject to further order of the Court.

10. Stay and Releases.

(A) Except as otherwise provided herein, the stay of certain acts imposed by § 362 of the Bankruptcy Code shall remain in full force and effect through the Effective Date.

(B) Pursuant to § 1123(b)(3) of the Bankruptcy Code and Fed. R. Bankr. P. 9019(a), the releases, waivers, and injunctions set forth in the Plan (including but not limited to Article 12 of the Plan) are each (i) necessary for, and an integral part of, the confirmation of the Plan, (ii) supported by reasonable consideration, (iii) fair, equitable, reasonable, and in the best interests of the Debtors' Estates, the Liquidation Trust, and the holders of Claims and Interests, and (v) approved in all respects.

11. Injunction. All Persons who have held, hold, or may hold Claims against or Interests in the Debtors shall, with respect to any such Claims or Interests, be permanently enjoined from and after the Confirmation Date from taking any of the following actions (other than actions to enforce any rights or obligations under the Plan): (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Estates, the Liquidation Trust, the Liquidation Trustee, or any of their property; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Debtors, the Estates, the Liquidation Trust, the Liquidation Trustee, or any of their property; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Estates, the Liquidation Trust, the Liquidation Trustee or any of their property; (iv) asserting any right of setoff, directly or indirectly, against any obligation due the Debtors, the Estates, the Liquidation Trust, the Liquidation Trustee or any of their property, except as contemplated or allowed by the Plan or the Confirmation Order; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan; (vi) pursuing, prosecuting, or recovering proceeds on account of my claims belonging to transferred to, or conferred upon the Liquidating Trust (or which will belong



to, be transferred to, or conferred upon the Liquidation Trust on the Effective Date) and (vii) prosecuting or otherwise asserting any right, claim, or cause of action released pursuant to the Plan.

12. Exculpation. Subject to the occurrence of the Effective Date, none of the Protected Parties (as defined in the Plan) shall have or incur any liability for, and each Protected Party is hereby released from, any claim, cause of action or liability to any other Protected Party, to any Holder of a Claim or Interest, or to any other party in interest, for any act or omission that occurred during the Chapter 11 Cases or in connection with the preparation and filing of the Chapter 11 Cases, the formulation, negotiation, and/or pursuit of confirmation of the Plan, the consummation of the Plan, and/or the administration of the Plan and/or the property to be distributed under the Plan, except for claims, causes of action or liabilities arising from the willful misconduct or fraud of any Protected Party, in each case subject to determination of such by final order of a court of competent jurisdiction and provided that any Protected Party shall be entitled to rely upon the advice of counsel with respect to its duties and responsibilities (if any) under the Plan or in connection with the Chapter 11 Cases. Moreover, Protected Parties who do not have a role in the Liquidation Trust shall not have any liability in connection with actions or omissions by the Liquidation Trustee or its agents and representatives.

13. No Discharge. Notwithstanding anything to the contrary in the Plan or herein, and without impairing the effect of any release, injunctive provisions, or other relief described in the Plan, the Debtors are not receiving a discharge pursuant to 11 U.S.C. § 1141(d)(1). Nothing in this paragraph shall impair the effect of any releases, injunctive provisions, or other relief described in the Plan or in this Order.

14. Exemption from Certain Transfer Taxes. Pursuant to § 1146(a) of the Bankruptcy Code: (i) the issuance, transfer or exchange of any securities, instruments or documents; (ii) the creation of any other lien, mortgage, deed of trust or other security interest; or (iii) the making or

assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, pursuant to, in furtherance of or in connection with, the Plan or the sale of any assets of the Debtors or the Liquidation Trustee, including any deeds, bills of sale or assignments executed in connection with the Plan, shall not be subject to any stamp tax, transfer tax, intangible tax, ad valorem recording fee, or similar tax, charge or expense to the fullest extent provided for under § 1146(a) of the Bankruptcy Code.

15. Modifications.

(A) Technical Modifications. At the Debtors' request, the Plan is hereby deemed modified in accordance with the following provisions, which the Court determines are non-material modifications:

- (i) The definition of "Supplemental Plan Documents" in Article I of the Plan is hereby amended by deleting "and a copy of the intellectual property license agreement evidencing the Electing Franchise License".
- (ii) Article 8, Paragraph F., subparagraph (A) of the Plan is hereby amended by deleting the language "(A) the Committee instructs the Debtors in writing (with a copy to DFG), at least seven days prior to the deadline filing of the Plan Supplement (or such later time as the Debtors and DFG agree) to issue the New Franchisee Licenses pursuant to the Plan" and replacing it with the following language: "(A) the Committee instructs the Debtors in writing (with a copy to DFG), at least seven days prior to the deadline filing of the Plan Supplement (or such later time as the Debtors and DFG agree) to form New WTP Licensor pursuant to the Plan".

(B) All objections of Frank Murphy ("Murphy") and We The People of St. Louis, Inc. to confirmation of the Plan have been resolved on the terms set forth in this paragraph:

- (i) Subject to the occurrence of the Effective Date, all administrative expense claims of Murphy (including but not limited to those asserted by petition docketed at Docket No. 172) shall (A) become an Allowed Administrative Claim in the amount of \$17,425.75 in the aggregate (the "Allowed Administrative Claim") and (B) be paid in full on the Effective Date.

- (ii) Subject to the occurrence of the Effective Date, the Debtors' objection (docketed at Docket No. 236) to the claims filed by Murphy shall be withdrawn with prejudice, and such claims shall become a single Allowed General Unsecured Claim in the amount asserted by Murphy in Claim No. 43 (the "Murphy Class 4A Claim"). The allowance of the Murphy Class 4A Claim is for the purpose of compromise only and does not constitute an adjudication of the merits thereof. Neither the fact of the allowance of the Murphy Class 4A Claim nor the amount at which such claim has been Allowed shall be admitted, or sought to be admitted, in any proceeding against DFC or DFG, and all rights and defenses of DFC and DFG in any such proceeding with respect to the merits and amounts of the claims asserted by Murphy, including without limitation those asserted in Claim No. 43, are fully preserved.
- (iii) Subject to the occurrence of the Effective Date, neither Murphy nor We The People of St. Louis, Inc. shall hold or assert any claims in these cases other than the Allowed Administrative Claim and the Murphy Class 4A Claim.
- (iv) Because the Murphy Class 4A Claim is the sole claim entitled to treatment in Class 4A of the Plan, on the Effective Date there shall be distributed to Murphy from the Class 4 Funding Pool, in satisfaction of the Murphy Class 4A Claim in these cases, the sum of \$20,000. On the Effective Date, DFG shall also distribute to the Liquidation Trustee the further sum of \$250.00 on account of the claims asserted in Class 4B of the Plan (which total less than \$1,000 in the aggregate), which shall be used by the Liquidation Trustee to fund Plan distributions to any holders of Allowed Claims in Class 4B.
- (v) Nothing herein shall affect Murphy's status as a Third-Party Release Opt-Out Claimant, and Murphy does not release any claims he may hold against DFC or DFG.
- (vi) Murphy's objection to confirmation of the Plan (Docket No. 243) is withdrawn with prejudice, and Murphy shall be deemed to have changed his vote to a vote accepting the Plan, which change of vote is hereby approved. Murphy further is deemed to have stipulated that given the terms of this paragraph, the Plan does not discriminate unfairly and is fair and equitable with respect to Class 4A of the Plan.
- (vii) Subject to the occurrence of the Effective Date, (i) the Debtors' Motion for Enforcement of the Automatic Stay and for Sanctions (Docket No. 134) is withdrawn with prejudice; and (ii) the Debtors' Cross-Motion For Rejection Of Any Existing Unexpired Leases Or Executory Contracts Between The Debtors And Frank J. Murphy Or We The People of Greater St. Louis, Inc. (Docket No. 192) is granted, provided that no further claims shall be asserted

against the Debtors, their Estates, or the Liquidation Trust except as otherwise provided herein on account of any rejected leases or executory contracts.

(C) Solely as against the New WTP Licensor, any Electing Franchisee, any subsequent franchisee or licensee of the New WTP Licensor, and any Entity conducting or otherwise engaging in business in Illinois as a successor in interest to one or more of the Debtors (and without finding that there is, can be or will be any successor in interest to any of the Debtors), nothing contained in the Plan, Plan Documents, or this Order (including any amendments to any of the foregoing) shall be construed or interpreted to avoid, amend, modify, affect, diminish, terminate, waive, release, enjoin, or otherwise prejudice the effectiveness and enforceability, with respect to conduct occurring after the Effective Date, of any of the terms and provisions of that certain Consent Decree and Final Judgment (the "Illinois Consent Decree") entered on August 17, 2007, in Case No. 07-CH-12923, Circuit Court of Cook County Illinois, Chancery Division, or to abridge or limit any rights of the Illinois State Bar Association to enforce against any such Entity those terms and provisions for violations that occur by such Entity after the Effective Date, if any. Prior to the Effective Date, the Debtors shall provide any Electing Franchisee with a copy of the Illinois Consent Decree. Following the Effective Date, as applicable, New WTP Licensor shall provide a copy of the Illinois Consent Decree to any party to the New WTP Licensor limited liability company operating agreement and to any licensee or franchisee of New WTP Licensor, to the extent any such licensee or franchisee intends to do business in the State of Illinois, with such copy to be provided prior to execution of the respective operating agreement, license agreement or franchise agreement, or upon notice of such intent if such notice occurs thereafter. Nothing contained herein shall waive or limit New WTP Licensor's rights, or those of any Electing Franchisee, any subsequent franchisee or licensee of the New WTP Licensor, with respect to any non-Plan or non-Confirmation related claim or defense it or they may have with respect to the Illinois Consent Decree, or create any

right in favor of the Illinois State Bar Association that would not otherwise exist in the absence of the Plan or this Order, none of which, the parties agree and acknowledge, have been resolved in the bankruptcy proceedings.

(D) Section 3 of Article 3 of the Plan is hereby modified to provide that, notwithstanding the amount of any Allowed Professional Claim held by any professional of the Committee, the amount to be disbursed on account of such Allowed Professional Claim shall not exceed \$210,000.00, which amount Fox Rothschild LLP has agreed to accept in satisfaction of such Allowed Professional Claim.

(E) In accordance with, and under the conditions set forth in, Article 14.G of the Plan and § 1127 of the Bankruptcy Code, the Debtors and/or the Liquidation Trustee may further alter, amend, or modify the Plan.

16. Notice of Entry of Order. Within ten days after entry of this Order, the Debtors or the Liquidation Trustee shall give notice of the entry of this Order to all parties in interest in these Chapter 11 Cases.

17. Confirmation Hearing Findings and Conclusions of Law. The contents of this Order shall constitute this Court's findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. Rule 7052, made applicable in this matter by Fed. R. Bankr. P. 9014. To the extent any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such. Any of the Court's subsidiary findings and conclusions dictated into the record at the hearing on confirmation of the Plan are incorporated herein by reference.

18. Provisions of Plan and Order Non-Severable and Mutually Dependent. To the extent of any inconsistency between the provisions of the Plan and this Order, the terms and conditions contained in this Order shall govern. The provisions of this Order are integrated with

each other and are non-severable and mutually dependent unless expressly stated by further order of this Court.

19. Effectiveness of Order. This Order shall take effect immediately and shall not be automatically stayed pursuant to Fed. R. Bankr. P. 7062 or otherwise. If the Effective Date does not occur, pursuant to Article XIII of the Plan, then (a) the Plan, (b) the assumption or rejection of executory contracts or unexpired leases pursuant to the Plan, (c) any document or agreement executed pursuant to the Plan, and (d) any actions, releases, waivers, or injunctions authorized by this Confirmation Order or any order in aid of consummation of the Plan shall be deemed null and void. In such event, nothing contained in this Confirmation Order, any order in aid of consummation of the Plan, or the Plan, and no acts taken in preparation for consummation of the Plan, (i) shall be deemed to constitute a waiver or release of any Claims or Interests by or against any Person, to prejudice in any manner the rights of any Person in any further proceedings, or to constitute an admission of any sort by any Person as to any issue including, without limitation, issues relating to the ownership by, or the rights of, any Person in all or any part of the property owned, sold, held by, or in the possession of any Person, or (ii) shall be construed as a finding of fact or conclusion of law in respect thereof.

20. Retention of Jurisdiction. The Court shall retain jurisdiction in accordance with the terms of Article XIV of the Plan and §§ 1141 and 1142 of the Bankruptcy Code. Until these Chapter 11 Cases are closed, any party in interest may commence a proceeding in the Court in respect of any matter as to which jurisdiction has been retained.

21. Renewal of Requests for Notices. Any person that desires such person's appearance to be or remain of record in these cases shall file and serve upon counsel for the Debtors and the Liquidation Trustee a new entry of appearance. Any person that does not file a renewal of appearance within 20 days after entry hereof may be removed from the service list in

these cases until such time as a new appearance is made. The Debtors shall furnish an appropriate notice of the foregoing deadline.

Dated: Dec 15, 2010  
Wilmington, Delaware

  
\_\_\_\_\_  
THE HONORABLE KEVIN J. CAREY  
CHIEF UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re

WE THE PEOPLE USA, INC. and  
WE THE PEOPLE, LLC,

Debtors.

Chapter 11

Case Nos. 10-10503-KJC, *et seq.*  
(jointly administered)

**DEBTORS' SECOND AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION**

October 15, 2010

Adam Hiller (DE No. 4105)  
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**TABLE OF CONTENTS**

|   | <u>Page</u> |
|---|-------------|
| ARTICLE 1 DEFINITIONS.....  | 1           |
| A.    Defined Terms. ....   | 1           |
| B.    Other Terms and Interpretation.....   | 11          |
| C.    Time Periods. ....  | 11          |
| D.    Exhibits. ....  | 12          |
| ARTICLE 2 CLASSIFICATION OF CLAIMS AND INTERESTS.....                             | 12          |
| A.    Summary. ....   | 12          |
| B.    Classification.....   | 12          |
| ARTICLE 3 TREATMENT OF ADMINISTRATIVE CLAIMS AND PRIORITY TAX<br>CLAIMS .....     | 13          |
| A.    Administrative Claims. ....   | 13          |
| B.    Priority Tax Claims.....  | 14          |
| ARTICLE 4 TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS.....                       | 14          |
| A.    Secured Claims (Classes 1A & 1B).....                                       | 14          |
| B.    Priority Unsecured Claims (Classes 2A & 2B).....                            | 15          |
| C.    General Unsecured Claims (Classes 3A & 3B).....                             | 15          |
| D.    General Unsecured Opt-Out Claims (Classes 4A & 4B).....                     | 15          |
| E.    Missouri Consumer Claims (Class 5).....                                     | 16          |
| F.    Interests in Debtors (Classes 6A & 6B).....                                 | 16          |
| ARTICLE 5 INTERCOMPANY SETTLEMENT.....  | 16          |
| ARTICLE 6 ACCEPTANCE OR REJECTION OF THIS PLAN .....                              | 16          |
| A.    Impaired Classes of Claims Entitled to Vote.....                            | 16          |
| B.    Classes Deemed to Accept this Plan.....                                     | 17          |
| C.    Classes Deemed to Reject this Plan.....                                     | 17          |
| D.    Nonconsensual Confirmation.....   | 17          |
| ARTICLE 7 ESTIMATION AND ALLOWANCE OF CLAIMS.....                                 | 18          |
| A.    Allowance of Claims.....  | 18          |
| B.    Estimation of Claims.....   | 18          |
| ARTICLE 8 MEANS OF IMPLEMENTING THIS PLAN.....                                    | 18          |
| A.    Implementation of Plan.....   | 18          |
| B.    Corporate Action.....   | 18          |
| C.    Dissolution of Debtors.....   | 18          |
| D.    Dissolution of the Committee.....   | 19          |
| E.    Final Tax Returns for Debtors.....  | 19          |
| F.    New WTP Licensor.....   | 19          |
| G.    Vesting of Assets; Assumption of Plan Obligations by Liquidation Trust..... | 20          |
| H.    Liquidation Trust.....  | 21          |

|  |   |    |
|--|---|----|
| I.   | Liability, Indemnification .....                          | 25 |
| J.   | Retention and Compensation of Professionals. ....         | 26 |
| K.   | Compromise of Controversies and Causes of Action .....    | 26 |
| L.   | Guarantees.....   | 26 |
| M.   | Cancellation of Liens .....                               | 26 |
| N.   | Successors. ....  | 27 |
| O.   | Books and Records .....                                   | 27 |
| P.   | Funding of Liquidation Trust.....                         | 27 |
| ARTICLE 9 DISTRIBUTIONS UNDER THIS PLAN .....                                |   | 27 |
| A.   | Timing of Distributions.....                              | 27 |
| B.   | Reserves. ....  | 28 |
| C.   | Distribution Procedures .....                             | 29 |
| D.   | Manner of Distribution .....                              | 29 |
| E.   | De Minimus Distributions .....                            | 29 |
| F.   | Undeliverable Distributions .....                         | 30 |
| G.   | Setoffs and Recoupments.....                              | 30 |
| H.   | Distributions in Satisfaction; Allocation.....            | 30 |
| I.   | No Interest or Penalties on Claims.....                   | 30 |
| J.   | No Distributions Pending Allowance .....                  | 31 |
| K.   | Withholding Taxes.....                                    | 31 |
| L.   | Charitable Contribution .....                             | 31 |
| ARTICLE 10 PROVISIONS FOR CLAIMS ADMINISTRATION AND DISPUTED<br>CLAIMS ..... |   | 31 |
| A.   | Reservation of Rights to Object to Claims .....           | 31 |
| B.   | Objections to Claims.....                                 | 32 |
| C.   | Service of Objections.....                                | 32 |
| ARTICLE 11 EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....                     |   | 32 |
| A.   | Rejection of Remaining Executory Contracts.....           | 32 |
| B.   | Rejection Claims; Cure of Defaults .....                  | 32 |
| ARTICLE 12 EFFECT OF CONFIRMATION AND INJUNCTION .....                       |   | 33 |
| A.   | Injunction .....  | 33 |
| B.   | Injunction Against Interference With Plan .....           | 34 |
| C.   | Term of Injunction.....                                   | 34 |
| D.   | Exculpation .....   | 34 |
| E.   | Releases by Debtors.....                                  | 34 |
| F.   | Releases by Holders of Claims .....                       | 35 |
| G.   | Binding Effect of Releases.....                           | 35 |
| H.   | Binding Effect of Plan .....                              | 36 |
| ARTICLE 13 CONDITIONS PRECEDENT .....  |   | 36 |
| A.   | Conditions Precedent to Effective Date.....               | 36 |
| B.   | Revocation, Withdrawal, or Non-Consummation of Plan ..... | 37 |

|   |    |
|---|----|
| ARTICLE 14 ADMINISTRATIVE PROVISIONS.....   | 37 |
| A. Retention of Jurisdiction .....  | 37 |
| B. Payment of Statutory Fees .....  | 39 |
| C. Nondischarge of the Debtors .....  | 39 |
| D. General Authority .....  | 39 |
| E. Headings .....   | 39 |
| F. Final Order .....  | 39 |
| G. Amendments and Modifications .....   | 40 |
| H. Payment Date .....   | 40 |
| I. Withholding and Reporting Requirements .....   | 40 |
| J. No Waiver .....  | 40 |
| K. Tax Exemption.....   | 40 |
| L. Non-Severability .....   | 40 |
| M. Revocation .....   | 41 |
| N. Plan Controls Disclosure Statement.....  | 41 |
| O. Governing Law .....  | 41 |
| P. Notices .....  | 41 |
| Q. Filing of Additional Documents .....   | 41 |
| R. Successors and Assigns.....  | 42 |
| S. Final Decree .....   | 42 |
| ARTICLE 15 CONFIRMATION REQUEST .....   | 42 |
| ARTICLE 16 BANKRUPTCY RULE 9019 REQUEST AND, TO THE EXTENT<br>REQUIRED, REQUEST PURSUANT TO SECTIONS 105(A) AND<br>1123(a)(5) ..... | 42 |

## INTRODUCTION

We The People USA, Inc., a Delaware corporation, and We The People LLC, a Delaware limited liability company, debtors and debtors in possession in the above-captioned Chapter 11 Cases, propose this Second Amended Joint Chapter 11 Plan of Liquidation pursuant to the provisions of the Bankruptcy Code. Reference is made to the Disclosure Statement Regarding Debtors' First Amended Joint Chapter 11 Plan of Liquidation of even date, which provides important information necessary for creditors to vote on this plan.

## ARTICLE 1

### DEFINITIONS

**A. Defined Terms.** Unless otherwise provided in this Plan, all terms used herein shall have the meanings assigned to such terms in the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure. For the purposes of this Plan, the following terms (which appear in this Plan with initial capitalized letters) shall have the meanings set forth below, and such meanings shall be equally applicable to the singular and to the plural form of the terms defined, unless the context requires otherwise.

**“Administrative Claim”** shall mean a Claim for an administrative expense of the Debtors, arising during the period commencing on the Petition Date and ending on the Effective Date under Bankruptcy Code sections 503(b) or 507(b), and entitled to priority under Bankruptcy Code section 507(a)(1) or 503(b), including, but not limited to (i) any actual and necessary costs or expenses of preserving the Debtors' Estates or conducting the business of the Debtors, (ii) administrative expenses previously allowed by the Bankruptcy Court, (iii) any Priority Tax Claims incurred by the Debtors after the Petition Date or relating to a tax year or period which occurs after the Petition Date, (iv) Professional Fee Claims, and (v) all fees and charges assessed against the Debtors pursuant to 28 U.S.C. § 1930.

**“A/P/S Funding Pool”** means a payment in an amount equal to the accrued but unpaid, budgeted (pursuant to a financing budget approved in writing by DFG) expenses (other than Professional Fees) actually incurred by the Debtors between the Petition Date and the Effective Date of the Plan, less all cash and cash equivalents (including, without limitation, funds held in bank accounts of any Debtor) of Debtors as of the Effective Date.

**“Administrative Claim Request”** means a request for payment of an Administrative Claim (excluding a Professional Fee Claim) that is to be filed with the Bankruptcy Court and served on counsel for the Debtors, if on or before the Effective Date, or on the Liquidation Trustee and DFG, if after the Effective Date, and in any event by no later than the Administrative Claim Request Deadline.

**“Administrative Claim Request Deadline”** means the date set as the deadline for filing an Administrative Claim Request (excluding Professional Fee Claims) that are not subject to the Bar Date Orders, which shall be thirty (30) days after the Confirmation Date.

**“Allowed Administrative Claim”** means an Allowed Claim that is an Administrative Claim.

**“Allowed”** means a Claim: (i) that has been Scheduled and (a) is not Scheduled as disputed, contingent, or unliquidated and (b) as to which no Proof of Claim has been filed; or (ii) as to which a timely Proof of Claim has been filed as of the relevant Bar Date, other than a Proof of Claim reflecting a contingent or unliquidated Claim, and no objection thereto, or application to equitably subordinate, recharacterize, estimate or otherwise limit recovery, has been made; or (iii) as to which a timely Administrative Claim Request has been filed as of the Administrative Claim Request Deadline and no objection thereto, or application to equitably subordinate or otherwise limit recovery, has been made, or (iv) that has been allowed by a Final Order; provided, however, that prior to the deadline imposed by this Plan to file objections to a given Claim, as the same may be extended, no Claim shall be treated as Allowed to the extent that it is filed by the holder of such Claim (x) in an amount greater than the amount listed for such Claim by the Debtors in their Schedules, (y) asserting a priority higher than the priority listed for such Claim by the Debtors in their Schedules, or (z) asserting the existence of collateral to secure such Claim to the extent that such Claim is listed by the Debtors in their Schedules as unsecured.

**“A/P/S Claim”** means any Claim that is an Administrative Claim, Priority Unsecured Claim, Priority Tax Claim, or Secured Claim.

**“Assets”** means the assets of each of the Debtors, of any nature whatsoever, including, without limitation, all property of the Estates under and pursuant to section 541 of the Bankruptcy Code, Cash, Causes of Action, rights, interests and property, real and personal, tangible and intangible, including all files, book and records of the Estates.

**“Avoidance Actions”** means all avoidance actions, including (i) all Causes of Action under Bankruptcy Code sections 329, 510, 542, 543, 544, 545, 547, 548, 549, 550, 551 and 553(b), and (ii) applicable state law.

**“Ballot”** means the form or forms distributed to each Holder of an Allowed Claim in an Impaired Class entitled to vote on this Plan on which the Holder indicates acceptance or rejection of this Plan or any election for treatment of such Claim under this Plan.

**“Ballot Date”** means the date set by the Bankruptcy Court by which all Ballots must be received by the Debtors’ balloting agent.

**“Bankruptcy Code”** means the Bankruptcy Reform Act of 1978, as amended and codified in Title 11 of the United States Code, as in effect on the date hereof.

**“Bankruptcy Court”** means the United States Bankruptcy Court for the District of Delaware and any other court that exercises jurisdiction over the Chapter 11 Cases.

**“Bankruptcy Rules”** means the Federal Rules of Bankruptcy Procedure applicable to the Chapter 11 Cases and the Local Rules of the Bankruptcy Court, each as in effect from time to time.

**“Bar Date”** means: (i) the deadline of May 14, 2010 established by the Bar Date Order for the filing of any prepetition Claim against the Debtors, other than governmental units holding a prepetition claim against the Debtors; (ii) August 18, 2010 for any governmental unit holding a prepetition Claim against the Debtors; or (iii) with respect to any Executory Contract or

unexpired real property lease rejected by a Debtor pursuant to a Final Order, the date later of any deadline set in that Final Order for the filing of a proof of claim asserting any rejection damages, or the deadline established by the Bar Date Order for the filing of a proof of claim asserting any rejection damages. The Plan does not extend any date established by any other Final Order, and the earliest date applicable to the filing of a Claim shall govern.

“**Bar Date Order**” means any order of the Court establishing a general deadline for the filing of any prepetition Claim against the Debtors.

“**Beneficiaries**” means Holders of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Priority Unsecured Claims, and Allowed General Unsecured Claims.

“**Business Day**” means any day except a Saturday, Sunday or a “legal holiday,” as such term is defined in Fed. R. Bankr. P. 9006(a).

“**CA Class Action**” means that certain civil proceeding pending in the Superior Court of the State of California in and for the County of Alameda styled *Blau v. Dollar Financial Corporation, et al.*, Case No. RG 07-347097.

“**CA Class Action Settlement**” means that certain Settlement Agreement dated May 7, 2010 (as amended from time to time) by and among the Debtors, Dollar Financial Corp., DFG, Lawrence H. Golkin and Derek G. Thiele on the one hand, and the representative plaintiffs Robert Blau, Gerald Hawkins and Rae Hawkins (on behalf of themselves and the provisional settlement class) in the CA Class Action.

“**Cash**” means cash or cash equivalents in certified or immediately available funds, including but not limited to bank deposits, checks, and similar items.

“**Causes of Action**” means all Avoidance Actions, causes of actions against third parties, and any and all actions, causes of action, liabilities, controversies, promises, agreements, obligations, rights, suits, debts, sums of money, damages, judgments, claims and demands whatsoever, whether known or unknown, reduced to judgment or not reduced to judgment, liquidated or unliquidated, contingent or non-contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or derivatively, existing or hereafter arising, in law, equity or otherwise, that the Debtors or their Estates may have or hold against any Entity, based in whole or in part upon any act or omission or other event occurring prior to the Effective Date; provided, however, that any affirmative defense or crossclaim asserted with respect to a Claim shall not be deemed a Cause of Action solely to the extent that it seeks to disallow or reduce or is offset or recouped against such Claim; and provided further, that Causes of Action shall include, without limitation, the alter ego and veil piercing claims asserted against DFC in the Pending Litigation and all other claims and causes of action that the Debtors or their Estates may have or hold against any Entity, based in whole or in part upon any theory of alter ego or veil piercing, pursuant to which any Entity is, may be, or is alleged to be liable for the debts or obligations of the Debtors or either of them.

“**Chapter 11 Cases**” means the cases of the Debtors under Chapter 11 of the Bankruptcy Code pending in the Bankruptcy Court and docketed as Case No. 10-10503 (KJC) and 10-10504 (KJC), respectively.

“**Claim**” means a “claim,” as such term is defined in Section 101(5) of the Bankruptcy Code, whether or not filed or scheduled in the Chapter 11 Cases, and, except as otherwise provided in the context, means a Claim against a Debtor or a Debtor’s Estate.

“**Claim Objection Deadline**” means one hundred twenty (120) days, or such later date as may be ordered by the Bankruptcy Court, after the later of (i) the Effective Date or (ii) the date such Claim is filed.

“**Class**” means a group of Claims or Interests as established under Article 2 of this Plan pursuant to Bankruptcy Code section 1122.

The “**Class 3 Funding Pool**” means a payment of Cash in the amount of \$100,000.

The “**Class 4 Funding Pool**” means a payment of Cash in the amount of \$20,000. “**Confirmation Date**” means the date on which the Confirmation Order is entered on the docket in the Chapter 11 Cases by the Bankruptcy Court.

“**Confirmation Hearing**” means the hearing pursuant to Fed. R. Bankr. P. 3020(b) at which the Bankruptcy Court considers confirmation of this Plan, as such hearing may be continued from time to time.

“**Confirmation Order**” means the order of the Bankruptcy Court confirming this Plan pursuant to Section 1129 of the Bankruptcy Code.

“**Cramdown Plan**” means this Plan if confirmed by the Bankruptcy Court pursuant to section 1129(b) of the Bankruptcy Code.

“**Creditor**” means a “creditor,” as such term is defined in section 101(10) of the Bankruptcy Code.

“**Creditors’ Committee**” means the Official Committee of Unsecured Creditors appointed by the U.S. Trustee in the Chapter 11 Cases.

“**De Minimus Distribution**” means a distribution to be made in accordance with the terms of this Plan that is \$25.00 or less.

“**Debtors**” means, collectively, the following entities in existence on the Petition Date: WTP Inc. and WTP LLC.

“**DFC**” means Dollar Financial Corp., Dollar Financial Group, Inc., and all of their direct and indirect non-Debtor subsidiaries and affiliates.

“**DFG**” means Dollar Financial Group, Inc.

“**Disallowed Claim**” means a Claim or any portion thereof that (i) has been disallowed by Final Order, (ii) is Scheduled as zero or as contingent, disputed, or unliquidated and as to which no Proof of Claim or Administrative Claim Request has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final

Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law or this Plan, (iii) is not Scheduled and as to which no Proof of Claim or Administrative Claim Request has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any order of the Bankruptcy Court or otherwise deemed timely filed under applicable law or this Plan, or (iv) has been withdrawn by the Holder thereof.

**“Disclosure Statement”** means the disclosure statement (and any exhibits) that relates to this Plan, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code and Fed. R. Bankr. P. 3017, as such disclosure statement may be amended, modified, or supplemented from time to time.

**“Disputed Claim”** means (a) any Claim or portion of a Claim as to which an objection to the allowance thereof has been interposed as of the Claims Objection Deadline, which objection has not been withdrawn or overruled by Final Order, (b) any Claim for which a Proof of Claim is filed after the Bar Date, (c) any unliquidated Claim, or (d) except as provided in the definition of Allowed General Unsecured Claims, up to the Claims Objection Deadline, (i) a Claim for which a corresponding Claim has not been listed in the Debtors’ Schedules or for which the corresponding Claim is listed in the Debtors’ Schedules with a differing amount (to the extent of such difference), with a differing classification, or as disputed, contingent, or unliquidated, (ii) a Claim which the Debtors or the Liquidation Trustee, as the case may be, in good faith believes is held by a Holder either (A) from which property is recoverable by the Debtors under any of §§ 542, 543, 550 or 553 of the Bankruptcy Code or (B) that is a transferee of a transfer avoidable under §§ 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code unless the Holder has paid the amount, or turned over any such property for which such Holder is liable under the terms of §§ 522(i), 542, 543, 550, or 553 of the Bankruptcy Code. To the extent an objection relates to the allowance of part of a Claim, such Claim shall be treated as a Disputed Claim as to the entire Claim, unless otherwise determined by the Bankruptcy Court.

**“Disputed Claim Reserve”** means the Cash reserves, established pursuant to Article 9.B.3 of this Plan, estimated by the Liquidation Trustee to be the amount necessary to satisfy all distributions under the Plan on account of Disputed Claims that will be obligations of the Liquidation Trust, if such Disputed Claims become Allowed Claims.

**“Effective Date”** means the Business Day on which this Plan becomes effective pursuant to Article 13 of this Plan; provided however, that if any stay or injunction against enforcement or execution of the Confirmation Order is issued prior to the date that would otherwise be the Effective Date, the Effective Date shall be the first Business Day after all such stays or injunctions are no longer in effect.

**“Electing Franchisee”** means any Holder of an Allowed Franchisee Claim who (i) has not rejected the Plan, (ii) is not a Third-Party Release Opt-Out Claimant, (iii) is an existing operating franchisee under a franchise agreement with WTP LLC that has not been terminated, and (iv) makes a valid Ballot election to receive an Electing Franchisee License or otherwise agrees in writing with the Debtors, the Committee and DFG, on or before the Confirmation Date, to receive an Electing Franchisee License to the extent available under the Plan.



**“Electing Franchisee License”** means a non-exclusive license from New WTP Licensor to an Electing Franchisee for use of WTP IP Rights in Electing Franchisees’ business operations following the Effective Date, to be evidenced by a form of intellectual property license agreement to be filed as one of the Supplemental Plan Documents.

**“Entity”** has the meaning set forth in section 101(15) of the Bankruptcy Code.

**“Estate”** means the estate created by the commencement of any one of the Chapter 11 Cases pursuant to section 541 of the Bankruptcy Code.

**“Excluded Assets”** means all right, title and interest of the Debtors and their estates in and to (i) any tax refunds, tax rights available to the Debtors, deposits (including, without limitation, any Debtors’ interest as of the Effective Date in any unused retainer of any Professional) and accounts receivable, (ii) the books and records of the Debtors, and (iii) the WTP IP Rights.

**“Executory Contract”** means any executory contract or unexpired lease subject to section 365 of the Bankruptcy Code, between any Debtor and any other Entity.

**“Fee Application”** means an application filed with the Bankruptcy Court in accordance with the Bankruptcy Code and Bankruptcy Rules for compensation of a Professional Fee Claim.

**“Final Decree”** means the decree contemplated under Fed. R. Bankr. P. 3022.

**“Final Order”** means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, entered on the applicable docket, that has not been reversed, rescinded, stayed, modified or amended, that is in full force and effect, and with respect to which: (a) the time to appeal, seek review or rehearing, or petition for certiorari has expired and no timely filed appeal or petition for review, rehearing, remand or certiorari is pending; (b) any right to appeal, seek review or rehearing, or petition for certiorari has been waived in writing; or (c) any appeal taken or petition for certiorari filed has been resolved by the highest court to which the order or judgment was appealed or from which review, rehearing or certiorari was sought. Notwithstanding and in lieu of the foregoing, with respect to the Confirmation Order, Final Order means only such order or judgment that has been entered on the docket and as to which no stay is in effect.

**“Franchisee Claims”** means all Claims, including without limitation any rejection damage claims, arising under or relating to, or held on the Petition Date by an Entity who was on the Petition Date a party to, any franchise agreement (i) as to which WTP LLC is a party, whether as an original signatory or as an assignee, (ii) that was not terminated prior to the Petition Date, (iii) pursuant to which one or more stores were being operated by such Entity as of the Petition Date, and (iv) that was an Executory Contract as of the Petition Date.

**“General Unsecured Claim”** means any unsecured Claim against a Debtor, however arising, including from the rejection of an executory contract or an unexpired lease, (A) which is not an Administrative Claim, Priority Tax Claim, Priority Unsecured Claim, Secured Claim, or Missouri Consumer Claim and (B) the Holder of which is not a Third-Party Release Opt-Out Claimant.

**“General Unsecured Opt-Out Claim”** means any unsecured Claim against a Debtor, however arising, including from the rejection of an executory contract or an unexpired lease, (A) which is not an Administrative Claim, Priority Tax Claim, Priority Unsecured Claim, or Secured Claim, and (B) the Holder of which is a Third-Party Release Opt-Out Claimant.

**“Holder”** means the beneficial owner or owners of any Claim, Interest, or Administrative Claim, which, in the case of an investment company, shall be the investment company and not its stockholders, and which in the case of an insurance company, shall be the insurance company and not its insured. Where there are multiple legal or beneficial owners of any Claim, Interest or Administrative Claim, all such Entities collectively shall comprise a single Holder for purposes of this Plan.

**“Impaired”** means, with respect to any Claim, “impaired,” as such term is defined in section 1124 of the Bankruptcy Code.

**“Intercompany Claims”** means any Claim of a Debtor against another Debtor, whether accruing before or after the Petition Date, including, but not limited to any Claim for reimbursement arising from one Debtor’s (A) payment as guarantor or surety of the debt(s) of another Debtor, (B) payment or other satisfaction of the debt(s) or expense(s) of another Debtor, or (C) expenses that were properly allocable between the Debtors.

**“Interest”** means, with respect to any Debtor, any “equity security,” as such term is defined in § 101(16) of the Bankruptcy Code. Interests shall also include, without limitation, all stock, partnership, membership interest, warrants, options, or other rights to purchase or acquire any shares of stock in the Debtors.

**“IRC”** means the Internal Revenue Code of 1986, as amended.

**“IRS”** means the Internal Revenue Service.

**“Lien”** means any lien, mortgage, charge, security interest, pledge or other encumbrance against or interest in property to secure payment or performance of a claim, debt, or litigation.

**“Liquidation Trust”** means the Liquidation Trust established on the Effective Date pursuant to Article 8.H hereof and the Liquidation Trust Agreement.

**“Liquidation Trust Agreement”** means the formative trust agreement for the Liquidation Trust, a copy of which will be filed as a Supplemental Plan Document.

**“Liquidation Trust Assets”** means all cash and cash equivalents (including, without limitation, funds held in bank accounts of any Debtor) of the Debtors as of the Effective Date, the A/P/S Funding Pool, the Trust Administration Pool, and the Trust Contribution. For the avoidance of doubt, Liquidation Trust Assets do not include any Excluded Assets or Causes of Action.

**“Liquidation Trustee”** means the Person appointed by the Debtors, after consultation with DFG and the Committee, to act as trustee of the Liquidation Trust in accordance with the terms of this Plan, the Confirmation Order, and the Liquidation Trust Agreement, or any

successor appointed in accordance with the terms of this Plan, the Confirmation Order and the Liquidation Trust Agreement.

**“Liquidation Trust Fund Accounts”** means those accounts to be established by the Liquidation Trustee pursuant to the Liquidation Trust Agreement, including without limitation the Plan Proceeds Account.

**“Missouri Consumer Claims”** means all Claims, whether filed or unfiled, known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated that, as of the Effective Date, (a) arise out of or are related in any way to any or all of the acts, omissions, facts, matters, transactions or occurrences that were directly or indirectly alleged, asserted, described, set forth, or referred to in the MO Putative Class Action, and (b) are or at any time were held by a Provisional Class Representative or a Settlement Class Member (as those terms are defined in the MO Settlement Agreement), including, without limitation, the Claims evidenced by the proofs of claim filed in the Bankruptcy Cases that are listed on Schedule 1.1 to the Plan.

**“MO Putative Class Action”** means that certain civil proceeding pending as of the Petition Date in the Circuit Court of St. Louis County, Missouri, 21st Judicial Circuit, entitled *Jones, et al. v. Dollar Financial Corp., et al.* (0952-CC04715).

**“MO Settlement Agreement”** means that certain Putative Class Action Settlement Agreement, by and among the Debtors and DFC, on the one hand, and Carroll Martin and Philip H. Jones, on behalf of themselves and as putative class representatives, on the other hand.

**“New WTP Licensor”** means the entity to be formed pursuant to Article 8.F of the Plan.

**“Pending Litigants”** means all Entities who have, on or before the Effective Date, commenced any litigation or proceeding asserting claims or causes of action against one or more Debtors and one or more other Released Parties.

**“Pending Litigation”** means all litigation pending against the Debtors or DFC or any or all of them related in whole or in part to the Debtors’ assets, liabilities, operations or franchise system, including, without limitation, the litigation identified in the Plan Supplement.

**“Person”** has the meaning set forth in section 101 of the Bankruptcy Code.

**“Petition Date”** means February 19, 2010.

**“Plan”** means the Debtors’ Joint Chapter 11 Plan of Liquidation (either in its present form or as it may be amended or modified from time to time), and any documents incorporated herein by reference.

**“Plan Funding”** means the sum of:

- (i) the A/P/S Funding Pool;
- (ii) the Professional Fees Funding Pool;

- (iii) the Trust Contribution; and
- (iv) the Trust Administration Funding Pool.

**“Plan Proceeds”** means the Cash transferred to the Liquidation Trust on the Effective Date.

**“Plan Proceeds Account”** means the account(s) to be established by the Liquidation Trustee to receive and hold the Plan Proceeds.

**“Priority Tax Claim”** means all or that portion of a Claim held by a governmental unit for a tax assessed or assessable against a Debtor, including income and employment taxes and any related penalties or interest, entitled to priority pursuant to Bankruptcy Code sections 502(i) and 507(a)(8).

**“Priority Unsecured Claim”** means an unsecured Claim entitled to priority under section 507(a) of the Bankruptcy Code.

**“Professional”** means (i) any Entity employed by the Debtors, or the Creditors’ Committee, pursuant to a Final Order in accordance with sections 327 and/or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date pursuant to sections 327, 328, 329, 330, and/or 331 of the Bankruptcy Code; (ii) Robert D. Katz, Chief Restructuring Officer of the Debtors; and (iii) Executive Sounding Board Associates, Inc. This definition excludes professionals that may be selected and employed by the Liquidation Trust or the Liquidation Trustee on and after the Effective Date with respect to services rendered by such professionals on and after the Effective Date.

**“Professional Fee Claim”** means all fees and expenses through the Effective Date claimed by Professionals retained by the Debtors or the Creditors’ Committee that have not been approved on a final basis by a Final Order as of the Effective Date. This definition excludes professional fees and expenses incurred on and after the Effective Date by any professionals that may be selected and employed by the Liquidation Trust or the Liquidation Trustee.

**“Professional Fees Funding Pool”** means a payment in an amount equal to the accrued but unpaid, budgeted (pursuant to a budget approved in writing by DFG) Professional Fees from the Petition Date to the Effective Date of the Plan, less the amount of any retainers held by Professionals as of the Petition Date.

**“Proof of Claim”** means a proof of claim filed in the Chapter 11 Cases pursuant to section 501 of the Bankruptcy Code and/or pursuant to any order of the Bankruptcy Court, together with supporting documents.

**“Pro Rata”** means proportionate, so that, for example, the ratio of (a) the amount of consideration distributed on account of an Allowed Claim to (b) the amount of the Allowed Claim is the same as the ratio of (x) the consideration available for distribution on account of all Allowed Claims in the Class in which the Allowed Claim is included to (y) the amount of all Allowed Claims in that Class.

**“Protected Party”** means any of the Released Parties, the Liquidation Trustee, the Creditors’ Committee, the members of the Creditors Committee (in their respective capacities as such), the Creditors’ Committee’s Professionals, and the Liquidation Trust.

**“Released Parties”** means the Debtors, the Estates, DFC and each of their respective present or former officers, directors, shareholders, parents, subsidiaries, affiliates, members, managers, partners, employees, agents, representatives, financial advisors, attorneys, accountants, predecessors, successors, and assigns.

**“Releasor”** means each Holder of a Claim, whether or not such Claim is Impaired or Unimpaired under the Plan and whether or not such Claim has been scheduled, filed or otherwise preserved in the Chapter 11 Cases.

**“Scheduled”** means, with respect to any Claim, such Claim as listed on the Schedules.

**“Schedules”** means the schedules of assets and liabilities and the statement of financial affairs, as may be amended from time to time, filed by the Debtors with the Bankruptcy Court, pursuant to section 521(a) of the Bankruptcy Code, Fed. R. Bankr. P. 1007(b), and the Official Bankruptcy Forms.

**“Secured Claim”** means a Claim, a proof of claim for which has been timely filed in the Chapter 11 Cases, that is secured by a valid and unavoidable Lien on property in which the Estates have an interest, to the extent of the value of the Holder’s interest in the Estates’ interest in such property, or that is subject to recoupment or setoff under section 553 of the Bankruptcy Code to the extent of the amount subject to recoupment or setoff, as applicable, as determined by the Bankruptcy Court pursuant to sections 506(a), 553, and/or 1129(b)(2)(A)(i)(II), as applicable.

**“Subordinated Claim”** means a Claim described in section 510 of the Bankruptcy Code or a Claim which is otherwise subordinated pursuant to an Order of the Bankruptcy Court.

**“Supplemental Plan Documents”** means, collectively, the documents included (or to be included) in the supplemental appendices to the Plan and filed with the Bankruptcy Court at least ten (10) days before the Confirmation Hearing, containing, among other things, a copy of the Liquidation Trust Agreement and a copy of the intellectual property license agreement evidencing the Electing Franchisee License.

**“Third-Party Release Opt-Out Claimant”** means any Holder of a Claim that has timely and validly elected, in its Ballot in a manner compliant with any procedure established by Order of the Court, to decline to grant the releases set forth in Article 12.F of the Plan.

**“Trust Administration Funding Pool”** means a payment of Cash in an amount to be agreed upon between Debtors and DFC prior to the Confirmation Date and to be reflected in the Confirmation Order, reasonably calculated to meet those projected costs of administering the Liquidation Trust that are not payable out of the Trust Contribution.

**“Trust Contribution”** means the Class 3 Funding Pool and the Class 4 Funding Pool.

“**Trust Operating Expenses**” means the expenses incurred by the Liquidation Trustee in connection with carrying out the obligations of the Liquidation Trust pursuant to the terms of this Plan or the Liquidation Trust Agreement.

“**Undeliverable Distribution**” means a distribution that is returned to the Liquidation Trustee by the U.S. Postal Service and marked as “Undeliverable,” or a similar notation indicating that the distribution could not be delivered to the Creditor at such address.

“**U.S. Trustee**” means the United States Trustee for Region 3.

“**U.S. Trustee Fees**” means the fees payable to the U.S. Trustee pursuant to 28 U.S.C. section 1930.

“**WTP Inc.**” means We The People USA, Inc., a Delaware corporation.

“**WTP IP Rights**” means any and all right, title and interest of the Debtors in and to (A) any licenses, copyrights or copyrighted materials owned by Debtors and used in the conduct of the business of Electing Franchisees including but not limited to written advertising and marketing materials such as posters, cards, papers and presentations, the We The People jingle (if copyright thereto is held by the Debtors), product workbooks, guides and training manuals, (B) any interest in books written by Ira Distenfield (if copyright thereto is held by the Debtors), (C) the internet domain name [www.wethepeopleusa.com](http://www.wethepeopleusa.com) (which includes all subdomain names thereof), (D) such webpage content currently on [www.wethepeopleusa.com](http://www.wethepeopleusa.com) as may be reasonably agreed upon by DFG, Debtors and the Committee); (E) television and radio advertisements used in the franchise territories of Electing Franchisees to the extent, if at all, that the copyrights thereto are owned by the Debtors; and (F) the “We The People” trade name, trademarks, trade dress, logos, and slogans; provided, however, that WTP IP Rights shall not include any (i) Causes of Action or the proceeds thereof, (ii) training videos or webinars, (iii) content on intranets and other websites not accessible to the general public, (iv) software assets except for the webpage content described in clause (D) above, (v) franchise agreements, franchise offering circulars, or any other materials related to the sale or offering of the We The People franchise system or franchise operation, or (vi) books and records of the Debtors (except to the extent that they evidence such licenses, copyrights, copyrighted materials, trade name, and/or trademarks); and provided further that the WTP IP Rights shall not carry any representation or warranty of any kind.

“**WTP LLC**” means We The People LLC, a Delaware limited liability company.

**B. Other Terms and Interpretation.** The words “herein,” “hereof,” “hereto,” “hereunder” and others of similar import refer to this Plan as a whole and not to any particular article, section or clause contained in this Plan. A reference to an “Article” refers to an Article of this Plan. The rules of construction set forth in section 102 of the Bankruptcy Code shall apply in construing this Plan, and any defined terms include the derivatives of those terms.

**C. Time Periods.** In computing any period of time prescribed or allowed by this Plan, the provisions of Fed. R. Bankr. P. 9006(a) (as that rule exists on the Confirmation Date) shall apply. If any act under this Plan is required to be made or performed on a date that is not a

Business Day, then the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

**D. Exhibits.** All Exhibits to this Plan are incorporated by reference into and are made a part of this Plan as if set forth in full herein.

## ARTICLE 2

### CLASSIFICATION OF CLAIMS AND INTERESTS

**A. Summary.** As required by the Bankruptcy Code, this Plan places Claims and Interests into various Classes according to their right to priority and other relative rights. Article Two identifies the Classes of Claims and Interests and whether those Claims and Interests are Impaired. Articles Three and Four explain how each Claim and Interest is classified and will be treated. Specifically, each Holder of an Allowed Claim gets a Pro-Rata distribution of the Assets available to its particular Class. The categories of Claims and Interests listed below classify Claims (except for Administrative Claims and Priority Tax Claims) and Interests for all purposes, including voting, confirmation and distribution pursuant to this Plan.

**B. Classification.** The Claims against the Debtors shall be classified as specified below (other than Administrative Claims and Priority Tax Claims, which shall be treated in accordance with Article Three below). Consistent with section 1122 of the Bankruptcy Code, a Claim or Interest is classified by the Plan in a particular Class only to the extent the Claim or Interest is within the description of the Class, and a Claim or Interest is classified in a different Class to the extent it is within the description of that different Class. The following Classification of Claims and Interests shall govern:

| CLASS        | DESCRIPTION   | STATUS  |
|--------------|---|---|
| Unclassified | Administrative and Priority Tax Claims against all Debtors.     | Unimpaired. Not classified for voting or distribution purposes. |
| Class 1A     | Class 1A consists of Secured Claims against WTP Inc.            | Unimpaired. Deemed to accept Plan.                              |
| Class 1B     | Class 1B consists of Secured Claims against WTP LLC.            | Unimpaired. Deemed to accept Plan.                              |
| Class 2A     | Class 2A consists of Priority Unsecured Claims against WTP Inc. | Unimpaired. Deemed to accept Plan.                              |
| Class 2B     | Class 2B consists of Priority Unsecured Claims against WTP LLC. | Unimpaired. Deemed to accept Plan.                              |
| Class 3A     | Class 3A consists of General Unsecured Claims against WTP Inc.  | Impaired. Entitled to vote.                                     |
| Class 3B     | Class 3B consists of General Unsecured Claims Against WTP LLC   | Impaired. Entitled to vote.                                     |

| CLASS    | DESCRIPTION  | STATUS                      |
|----------|--|-----------------------------|
| Class 4A | Class 4A consists of General Unsecured Opt Out Claims against WTP Inc. | Impaired. Entitled to vote. |
| Class 4B | Class 4B consists of General Unsecured Opt Out Claims against WTP LLC  | Impaired. Entitled to vote. |
| Class 5  | Class 5 consists of Missouri Consumer Claims                           | Impaired. Entitled to vote. |
| Class 6A | Class 6A consists of Interests in WTP Inc.                             | Impaired. Deemed to reject. |
| Class 6B | Class 6B consists of Interests in WTP LLC.                             | Impaired. Deemed to reject. |

### ARTICLE 3

#### **TREATMENT OF ADMINISTRATIVE CLAIMS AND PRIORITY TAX CLAIMS**

As provided in Section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims shall not be classified for the purposes of voting or receiving distributions under this Plan. Rather, all such Claims shall be treated separately as unclassified Claims by the terms set forth in this Article 3.

#### **A. Administrative Claims.**

**1. DFG Administrative Claims.** On the Effective Date, in full and final satisfaction of the Administrative Claim of DFG, which is deemed to be an Allowed Claim under this Plan, and in partial consideration of the Plan Funding, all right, title and interest of the Debtors in and to any Excluded Assets other than WTP IP Rights shall vest in DFG free and clear of all Liens, Claims and interests other than any valid right of setoff held by any governmental unit.

**2. Non-Professional Fee Administrative Claims.** Each Holder of an Administrative Claim (other than a Professional Fee Claim and other than DFG) must file an Administrative Claim Request for payment of such Administrative Claim with the Bankruptcy Court by no later than the Administrative Claim Request Deadline; provided, however, that any such Administrative Claim Request shall not be noticed for a hearing by the claimant. Nothing herein extends any Bar Date established in any Bar Date Order. Unless a Holder agrees to a different treatment of such Claim, the Liquidation Trustee shall pay each Holder of an Allowed Administrative Claim (excluding Professional Fee Claims, Administrative Claims held by DFG, and U.S. Trustee Fees) the full amount of such Allowed Administrative Claim, without interest, in Cash from the A/P/S Funding Pool, as soon as reasonably practicable after the later of (i) the Effective Date, or (ii) thirty (30) days after such Administrative Claim becomes an Allowed Claim. Any Holder of an Administrative Claim that fails to comply in a timely manner with the Administrative Claim Request Deadline shall be forever barred from asserting such Claim



against the Debtors or any property of the Debtors and from sharing in any distribution under the Plan. Notwithstanding anything herein to the contrary, the Debtors (if prior to or on the Effective Date) and the Liquidation Trustee (if after the Effective Date) may pay, without approval from the Bankruptcy Court, any expenses of administering the Debtors' Estates incurred in the ordinary course of business. Without limiting the foregoing, all U.S. Trustee Fees that have not been paid as of the Effective Date shall be paid by the Liquidation Trustee no later than thirty (30) days after the Effective Date or when due in the ordinary course.

### **3. Professional Fee Claims.**

(a) Any final application for allowance of a Professional Fee Claim for services rendered and costs incurred through the Effective Date must be filed with the Bankruptcy Court and served on counsel for the Debtors and the Liquidation Trust at the addresses listed in Article 14.P of this Plan and on the U.S. Trustee so that it is received no later than thirty (30) days after the Effective Date, or such Professional Fee Claim shall be forever barred and shall not be enforceable against the Debtors, their Estates, the Liquidation Trust, and their successors, their assigns, or their Assets, unless DFG agrees otherwise. Nothing herein shall impose on Robert D. Katz any requirement to file an application for allowance of fees paid to him as Chief Restructuring Officer of the Debtors.

(b) Debtors' counsel shall disburse Cash, from the Professional Fees Funding Pool received by it, to Professionals who are entitled to reimbursement or allowance of fees and expenses from the Estates pursuant to §§ 503(b)(2) - (b)(6) of the Bankruptcy Code, in an amount equal to the difference between the unpaid amount awarded to each such Professional by Final Order of the Bankruptcy Court and any retainer held by such Professional as of the Petition Date, as soon as reasonably practicable after the later of the Effective Date or the date upon which any order awarding fees and expenses becomes a Final Order. To the extent, if at all, that Debtors' counsel holds excess Professional Fees Funding Pool after making the foregoing distributions, it shall refund such excess to DFG.

**B. Priority Tax Claims.** Pursuant to section 1129(a)(9) of the Bankruptcy Code, the Liquidation Trustee shall pay each Holder of an Allowed Priority Tax Claim in full in Cash from the A/P/S Funding Pool on or as soon as soon as reasonably practicable after the later of (A) the Effective Date, or (B) thirty (30) days after such Priority Tax Claim becomes an Allowed Claim, together with interest thereon (if and so required) at the applicable statutory rate required for such Claim in Chapter 11 cases. The Liquidation Trustee may prepay any Allowed Priority Tax Claim at any time after the Effective Date without any penalty or charge. Holders of Allowed Priority Tax Claims will not be entitled to receive any payment on account of any penalty arising with respect to, or in connection with such Claims. Any Claim for any such penalty, or demand for any such penalty, will be deemed disallowed by confirmation of this Plan.

## **ARTICLE 4**

### **TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS**

**A. Secured Claims (Classes 1A & 1B).** Classes 1A and 1B (which collectively comprise Class 1) are not Impaired and consist of all Allowed Secured Claims against WTP Inc.

and WTP LLC, respectively. At the sole option of the Debtors or the Liquidation Trustee, as applicable, each Holder of an Allowed Secured Claim shall receive, in full satisfaction, settlement, and release of, and in exchange for, the Holder's Allowed Secured Claim: (i) the property of the Estates that constitutes collateral for the Allowed Secured Claim on the later of the Effective Date and the date such Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter; (ii) Cash from the A/P/S Funding Pool in a dollar amount equal to the Allowed Secured Claim on the later of the initial distribution date under this Plan and the date such Claim becomes an Allowed Claim; or (iii) any other treatment as may be agreed between the appropriate Debtor (or the Liquidation Trustee) and the Holder of the Allowed Secured Claim.

**B. Priority Unsecured Claims (Classes 2A & 2B).** Classes 2A and 2B (which collectively comprise Class 2) are not Impaired and consist of all Allowed Priority Unsecured Claims against WTP Inc. and WTP LLC, respectively. Unless the Holder of an Allowed Priority Unsecured Claim and the Debtors or the Liquidation Trustee, as applicable, agree to a different treatment, the Liquidation Trustee shall pay each Holder of an Allowed Priority Unsecured Claim in full, in Cash from the A/P/S Funding Pool, without interest, as soon as reasonably practicable after the Effective Date.

**C. General Unsecured Claims (Classes 3A & 3B).** Classes 3A and 3B (which collectively comprise Class 3) are Impaired and consist of all Allowed General Unsecured Claims against WTP Inc. and WTP LLC, respectively. On the Effective Date, each Holder of an Allowed General Unsecured Claim in Class 3A and each Holder of an Allowed General Unsecured Claim in Class 3B, other than DFG or either of the Debtors, shall receive either (i) a pro rata share of the Class 3 Funding Pool (less Liquidation Trust expenses related to Class 3 Claims), not to exceed 25% of the Allowed Amount of such Claim, or (ii) such other amount as the Holder of such Claim and DFG may agree in writing (provided that such agreement shall not entitle the Holder to receive more than the pro rata share provided in this paragraph except to the extent that DFG pays such additional amounts directly to the Holder). Any General Unsecured Claim asserted against both Debtors shall be treated under the Plan as a single General Unsecured Claim against WTP LLC only. No distributions shall be made under the Plan on account of General Unsecured Claims held by DFG.

**D. General Unsecured Opt-Out Claims (Classes 4A & 4B).** Classes 4A and 4B (which collectively comprise Class 4) are Impaired and consist of all Allowed General Unsecured Opt-Out Claims against WTP Inc. and WTP LLC, respectively. On the Effective Date, each Holder of an Allowed General Unsecured Opt-Out Claim in Class 4A and each Holder of an Allowed General Unsecured Opt-Out Claim in Class 4B shall receive a pro rata share of the Class 4 Funding Pool (less Liquidation Trust expenses related to Class 4 Claims), not to exceed 25% of the Allowed Amount of such Claim. Any of the Released Parties and such Holder may, but are not required to, enter into such other agreement as they deem appropriate to resolve, settle, limit, release, or otherwise affect such Holder's claims against such Released Parties and/or any other party. Any General Unsecured Opt-Out Claim asserted against both Debtors shall be treated under the Plan as a single General Unsecured Opt-Out Claim against WTP LLC only.

**E. Missouri Consumer Claims (Class 5).** Class 5 is Impaired and consists of all Holders of Allowed Missouri Consumer Claims. In full and final satisfaction of all Allowed Missouri Consumer Claims, on the Effective Date Provisional Class Counsel shall receive the Settlement Payment required pursuant to Section 9.1 of the Settlement Agreement, and within thirty (30) days following the Effective Date Provisional Class Counsel shall make the distributions required pursuant to Section 9.3 of the MO Settlement Agreement. As used in this paragraph, the terms “Provisional Class Counsel” and “Settlement Payment” have the meanings ascribed to such terms in the MO Settlement Agreement.

**F. Interests in Debtors (Classes 6A & 6B).** Classes 6A and 6B (which collectively comprise Class 6) are Impaired and consist of the Interests in WTP Inc. and WTP LLC, respectively. On the Effective Date, each Holder of a Class 6A and 6B Interest shall not be entitled to, and shall not receive or retain any property or interest in property on account of such Class 6A or 6B Interest. Class 6A and 6B Interests shall be extinguished.

**ARTICLE 5**

**INTERCOMPANY SETTLEMENT**

All Intercompany Claims shall be set off against each other and the resulting net Intercompany Claim of WTP Inc. against WTP LLC shall be treated as a capital contribution to WTP LLC. Accordingly, this Plan will eliminate any Intercompany Claims on the Effective Date, and such Claims shall receive no treatment under the Plan.

**ARTICLE 6**

**ACCEPTANCE OR REJECTION OF THIS PLAN**

**A. Impaired Classes of Claims Entitled to Vote.** The following Classes are Impaired and shall be entitled to vote to accept or reject this Plan:

| <b>CLASS</b> | <b>DESCRIPTION</b>   |
|--------------|--|
| Class 3A     | Class 3A consists of General Unsecured Claims against WTP Inc.         |
| Class 3B     | Class 3B consists of General Unsecured Claims against WTP LLC.         |
| Class 4A     | Class 4A consists of General Unsecured Opt-Out Claims against WTP Inc. |
| Class 4B     | Class 4A consists of General Unsecured Opt-Out Claims against WTP LLC  |
| Class 5      | Class 5 consists of Missouri Consumer Claims                           |

Classes 3A, 3B, 4A, 4B and 5 shall each be considered a separate Class for purposes of voting to accept or reject this Plan. If and to the extent any Class identified as not being Impaired is

actually Impaired (whether as a result of the terms of this Plan or any modification or amendment thereto), that Class shall be entitled to vote to accept or reject this Plan.

**B. Classes Deemed to Accept this Plan.** The following Classes are not Impaired and shall be deemed to accept this Plan.

| CLASS    | DESCRIPTION   |
|----------|---|
| Class 1A | Class 1A consists of Secured Claims against WTP Inc.            |
| Class 1B | Class 1B consists of Secured Claims against WTP LLC.            |
| Class 2A | Class 2A consists of Priority Unsecured Claims against WTP Inc. |
| Class 2B | Class 2B consists of Priority Unsecured Claims against WTP LLC. |

Pursuant to § 1126(f) of the Bankruptcy Code, Classes 1A, 1B, 2A, and 2B are each conclusively presumed to accept this Plan, and the Debtors will not solicit the votes of Holders of Claims in these Classes, if any.

**C. Classes Deemed to Reject this Plan.** Holders of Interests in the following Classes are not entitled to receive or retain any property under this Plan on account of such Interests:

| CLASS    | DESCRIPTION                                |
|----------|--|
| Class 6A | Class 6A consists of Interests in WTP Inc. |
| Class 6B | Class 6B consists of Interests in WTP LLC. |

Pursuant to section 1126(g) of the Bankruptcy Code, Classes 6A and 6B are Impaired and are conclusively presumed to reject this Plan, and the Debtors will not solicit the votes of Holders of Interests in these Classes.

**D. Nonconsensual Confirmation** If any Impaired Class fails to accept this Plan, the Debtors intend to ask the Bankruptcy Court to confirm this Plan as a Cramdown Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to that Class.

## ARTICLE 7

### ESTIMATION AND ALLOWANCE OF CLAIMS

**A. Allowance of Claims.** Except as expressly provided in the Plan, no Claim shall be deemed Allowed unless and until such Claim is Allowed in accordance with the terms of this Plan.

**B. Estimation of Claims.** The Debtors or DFG, prior to the Effective Date, and thereafter DFG (with regard to Class 4 Claims or Class 5 Claims) or the Liquidation Trustee (with regard to Class 3 Claims) may at any time request that the Bankruptcy Court estimate any contingent or unliquidated Claim pursuant to Section 502(c) of the Bankruptcy Code regardless of whether the Debtors, the Liquidation Trustee or DFG previously have objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any contingent or unliquidated Claim for any purpose, the amount so estimated shall constitute the maximum Allowed amount of such Claim for all purposes. Notwithstanding that the estimated amount of a Claim constitutes a maximum limitation on the Allowed amount of such Claim, the Debtors, the Liquidation Trustee or DFG may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation and resolution procedures are intended to be cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

## ARTICLE 8

### MEANS OF IMPLEMENTING THIS PLAN

**A. Implementation of Plan.** The Debtors propose that the Plan be implemented and consummated through the means contemplated by sections 1123(a)(5)(B), (D), (E), (F) and (G) and 1123(b)(2), (b)(3) and (b)(4) of the Bankruptcy Code on and after the Effective Date.

**B. Corporate Action.** On the Effective Date, the matters under this Plan involving or requiring corporate or member action of the Debtors shall be deemed to have been authorized by the Confirmation Order and to have occurred and be in effect from and after the Effective Date without any further action by the Bankruptcy Court or the officers or members of the Debtors.

**C. Dissolution of Debtors.** Immediately upon the Effective Date, the Debtors conclusively shall be deemed dissolved. Upon the Effective Date all managers, officers and directors of the Debtors (in their capacities as such) shall be relieved of any and all fiduciary duties, and the Liquidation Trustee shall be authorized but not directed to take, in its sole and absolute discretion, all actions necessary or appropriate to further evidence such dissolution of the Debtors under applicable laws, including without limitation under the laws of the jurisdictions in which they may be organized, registered, or licensed, and to pay all reasonable

costs and expenses in connection therewith, including the costs of preparing or filing any necessary paperwork or documentation; provided, however, that the Liquidation Trustee shall not be compelled to do any of the foregoing or to cancel any licenses if to do so would unduly burden the Liquidation Trust, in the sole discretion of the Liquidation Trustee. Neither the Debtors, DFG, DFC nor the Liquidation Trustee, nor any of their managers, officers, directors, employees, advisors or agents, shall have any liability in connection with the foregoing.

**D. Dissolution of the Committee.** On the Effective Date, the Creditors' Committee shall dissolve automatically, whereupon its members, Professionals and agents shall be released from any further duties and responsibilities in the Chapter 11 Cases and under the Bankruptcy Code, except that such parties shall continue to be bound by any obligations arising under confidentiality agreements, joint interest agreements, and protective orders entered, or entered into, during the Chapter 11 Cases, which shall remain in full force and effect according to their terms. On the Effective Date, any and all litigation commenced by or on behalf of the Committee, the Debtors, or the Estates against any Released Parties (including, without limitation, that certain adversary proceeding pending in the United States Bankruptcy Court for the District of Delaware assigned Adversary Proceeding No. 10-51303 and captioned Official Committee of Unsecured Creditors on behalf of We The People, USA, Inc. and We The People LLC v. Dollar Financial Group, Inc.) shall be dismissed with prejudice. On the Effective Date any and all litigation commenced by the Committee that has not been dismissed pursuant to the immediately preceding sentence also shall be dismissed with prejudice unless otherwise agreed in writing between the Debtors and DFG. The Liquidation Trustee shall be authorized to and shall file on behalf of the plaintiff a notice or stipulation of dismissal of all adversary proceedings to be dismissed pursuant to this paragraph.

**E. Final Tax Returns for Debtors.** So long as the Debtors and their Estates are not liable for any further taxes not paid on their behalf by DFG or DFC, DFG shall cause final tax returns to be prepared and filed for each of the Debtors, and any officer of DFG is authorized on and after the Effective Date to execute such documents and take such actions in the name of and on behalf of the Debtors as may be necessary or appropriate to effectuate the preparation and filing of such returns. To the extent that any Person is in possession of any books and records of the Debtors, documents, or other data necessary or appropriate for the preparation of such returns, such Person shall furnish them or copies thereof to DFG upon reasonable notice. In the event that DFG cannot or is unwilling to prepare and file such returns such that the Debtors and their Estates are not liable for further taxes not paid on their behalf by DFG or DFC, then the Liquidation Trustee may cause final tax returns to be prepared and filed for each of the Debtors, execute such documents, and take such actions in the name of and on behalf of the Debtors as may be necessary or appropriate to effectuate the preparation and filing of such returns.

**F. New WTP Licensor.** If any Holder of an Allowed Franchisee Claim is an Electing Franchisee and (A) the Committee instructs the Debtors in writing (with a copy to DFG), at least seven days prior to the deadline filing of the Plan Supplement (or such later time as the Debtors and DFG agree) to issue the New Franchisee Licenses pursuant to the Plan, or (B) the Debtors determine, with DFG's written consent, that issuing the Electing Franchisee Licenses would be in the best interests of their Estates, then (i) on the Effective Date the Debtors shall form New WTP Licensor as a Delaware limited liability company to be initially called "WTP IP Holdings, LLC"; (ii) New WTP Licensor shall be initially capitalized on the Effective Date, by

the Electing Franchisees (without contribution from the Debtors, the Liquidation Trustee, or DFG), in such manner and amount as the Electing Franchisees may agree; (iii) as of the Effective Date 100% of the equity interests in New WTP Licensor shall vest equally among the Electing Franchisees to the extent that they are Holders of Allowed Franchisee Claims; (iv) as of the Effective Date the WTP IP Rights shall vest, without representation or warranty of any kind, in New WTP Licensor free and clear of all liens, Claims and interests of any Entity, and (v) each Holder of an Allowed Franchisee Claim who is an Electing Franchisee shall be bound by and deemed to be a party to the New WTP Licensor limited liability company operating agreement, substantially in the form to be filed with the Supplemental Plan Documents, as if the same had been executed by such Holder. Without limiting the right or ability of New WTP Licensor to operate in such lawful manner as it may deem appropriate following its formation, as initially formed New WTP Licensor is not intended to operate as a franchise system, but rather is formed to facilitate the use of WTP IP Rights by its members and the protection of WTP IP Rights for the benefit of its members. In the event that the Debtors have not formed, and were under no obligation under this paragraph of the Plan to form, New WTP Licensor as of the Effective Date, then as of the Effective Date the WTP IP Rights shall be deemed to have been abandoned by the Estates pursuant to § 554 of the Bankruptcy Code. On the Effective Date, DFG and the Debtors shall assign to the New WTP Licensor all of their respective right, title and interest in the internet domain name wethepeopleusa.com by delivering to the New WTP Licensor a quitclaim assignment duly executed by DFG and the Debtors. On the Effective Date, the New WTP Licensor shall initiate, with the domain name registrar of its choice, the process necessary to transfer the registration of the wethepeopleusa.com domain name to the New WTP Licensor, and DFG shall promptly respond to, and reasonably approve, communications from the such domain name registrar requesting such transfer. New WTP Licensor shall be responsible for any and all fees and costs associated with establishing an account with a domain name registrar and effecting the transfer of wethepeopleusa.com domain name from the current domain name registrar to the domain name registrar for the New WTP Licensor. Upon the occurrence of Effective Date of the Plan, New WTP Licensor, its successors, licensees and assigns each shall (i) bear sole responsibility for ensuring the proper and lawful content of any materials comprising WTP IP Rights before any such Entity's use thereof, and (ii) remove any identifying information regarding the Debtors, including without limitation the name, address and contact information of each of the Debtors, from any materials comprising WTP IP Rights prior to any use thereof. On and after the Effective Date, no Protected Parties shall be liable to any Entity related to or arising from the use of WTP IP Rights by New WTP Licensor, its successor, licensees or assigns. New WTP Licensor shall be responsible, at its expense and on or after the Effective Date, for taking such action as it may determine to be necessary or appropriate, if any, to register or record its interest in WTP IP Rights or the transfer to it of WTP IP Rights.

**G. Vesting of Assets; Assumption of Plan Obligations by Liquidation Trust.**

**1. Conveyance of Liquidation Trust Assets to Liquidation Trust.** The Debtors will irrevocably assign, effective on the Effective Date, the Liquidation Trust Assets to the Liquidation Trust. Upon the Effective Date, all Liquidation Trust Assets shall pass to the Liquidation Trust free and clear of all liens, Claims and interests of any Entity, except only as provided in this Plan. Additionally, although DFG shall be under no obligation to provide the Plan Funding, it is a condition to the occurrence of the Effective Date that DFG deliver the Plan

Funding to the Liquidation Trust (or to such other person(s) as shall be required under this Plan) on the Effective Date.

**2. Conveyance of Certain Assets to DFG.** On the Effective Date, all of Debtors' right, title and interest in and to any Excluded Assets that are not WTP IP Rights shall vest in and conclusively be deemed to have been assigned by the Debtors to DFG, free and clear of all liens, Claims and interests of any Entity; provided however, that if DFG identifies to the Debtors in writing any item or items of Excluded Assets that it does not wish to have vested in DFG, then such item or items of Excluded Assets so identified by DFG shall not vest in DFG but rather conclusively shall be deemed to have been abandoned by the Debtors as of the Effective Date pursuant to section 554 of the Bankruptcy Code.

**3. Assumption of Plan Obligations.** Upon the occurrence of the Effective Date, all of the Debtors' obligations under this Plan shall be assumed by the Liquidation Trust.

**4. Treatment of Transfer of Assets.** For all purposes of the IRC, the transfer of the Liquidation Trust Assets to the Liquidation Trust, in accordance with the terms of this Plan, shall be treated as a transfer to Creditors to the extent the Creditors are beneficiaries of the Liquidation Trust. Any such transfer shall be treated for federal income tax purposes as a deemed transfer to the beneficiary-creditors followed by a deemed transfer by the beneficiary-creditors to the Liquidation Trust. The beneficiaries of the Liquidation Trust shall be treated for federal income tax purposes as the grantors and deemed owners of the Liquidation Trust.

## **H. Liquidation Trust.**

**1. Formation of Liquidation Trust.** On or prior to the Effective Date, the Liquidation Trust shall be formed. From and after the Effective Date, the Holders of Allowed A/P/S Claims, Allowed General Unsecured Claims and Allowed General Unsecured Opt-Out Claims shall be the beneficiaries of the Liquidation Trust until they receive the respective treatment provided for under the Plan.

**2. Purpose of the Liquidation Trust.** The Liquidation Trust shall be established for the sole purpose of liquidating Claims and distributing the Liquidation Trust Assets in accordance with Treasury Regulations section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business. Subject to definitive guidance from the IRS, all parties shall treat the Liquidation Trust as a Liquidation Trust for all federal income tax purposes. The Liquidation Trust shall not be deemed to be the same legal entity as any of the Debtors, but only the assignee of the assets and liabilities of the Debtors and a representative of the Estates for delineated purposes within the meaning of section 1123(b)(3) of the Bankruptcy Code. Neither the Liquidation Trust nor any portion thereof, nor any reserve, account or fund established by this Plan shall be treated as a "disputed ownership fund" within the meaning of Treasury Regulation section 1.468B-9(b)(1).

**3. Liquidation Trust Agreement.** The Liquidation Trust Agreement shall contain provisions customary to trust agreements utilized in comparable circumstances, including, but not limited to, any and all provisions necessary to govern the rights, powers, obligations and appointment and removal of the Liquidation Trustee and to ensure the treatment



of the Liquidation Trust as a Liquidation Trust for federal income tax purposes. In the event a provision of this Plan or the Confirmation Order conflicts with a provision of the Liquidation Trust Agreement, the provision of the Liquidation Trust Agreement shall control. The Liquidation Trust Agreement may be amended at any time up to three (3) Business Days before the Confirmation Hearing, or thereafter upon Court approval in order to fulfill the intent of the Plan, the Confirmation Order, and the Liquidation Trust Agreement.

#### **4. Appointment of the Liquidation Trustee.**

(a) The Liquidation Trust Agreement filed with the Bankruptcy Court identifies the Liquidation Trustee. The Liquidation Trustee shall be appointed by the Bankruptcy Court in the Confirmation Order and shall commence serving as the Liquidation Trustee on the Effective Date; provided, however, that the party appointed as Liquidation Trustee shall be permitted to act in accordance with the terms of the Liquidation Trust Agreement from the Confirmation Date through the Effective Date and shall be entitled to seek and receive compensation in accordance with the terms of the Liquidation Trust Agreement and this Plan.

(b) The Liquidation Trustee shall be deemed the Estates' representative in accordance with section 1123(b)(3)(B) of the Bankruptcy Code and shall have all powers, authority and responsibilities specified in this Plan and the Liquidation Trust Agreement (including without limitation, all rights of the Estates to assert defenses, offsets and privileges with regard to any Claims other than Class 4 Claims), to the extent not inconsistent with the status of the Liquidation Trust as a liquidation trust within the meaning of Treasury Regulations 301.7701-4(d) for federal income tax purposes; provided, however, that DFG shall have all rights of the Estates to assert defenses, offsets and privileges with regard to Class 4 Claims.

(c) The Confirmation Order shall state that no judicial, administrative, arbitral, or other action or proceeding shall be commenced, without the permission of the Bankruptcy Court, against the Liquidation Trustee in its official capacity, with respect to its status, duties, powers, acts, or omissions as Liquidation Trustee in any forum other than the Bankruptcy Court.

#### **5. Term and Compensation of the Liquidation Trustee.**

(a) The Liquidation Trustee shall initially be compensated as set forth in the Liquidation Trust Agreement (which compensation may be revised with the approval of the Court) and shall not be required to file a fee application to receive compensation or reimbursement of expenses.

(b) The Liquidation Trustee may be removed or replaced at any time for cause, by order of the Court, in accordance with the terms of the Liquidation Trust Agreement. In the event of the death or incompetency (in the case of a Liquidation Trustee that is a natural person), dissolution (in the case of a Liquidation Trustee that is a corporation or other entity), bankruptcy, insolvency, resignation, or removal of the Liquidation Trustee, the Court shall have the authority, on motion of any beneficiary, to appoint a successor trustee as set forth in the Liquidation Trust Agreement.

**6. Liquidation of Liquidation Trust Assets; Responsibilities of Liquidation Trustee.**

(a) The Liquidation Trustee shall be vested with the rights, powers and benefits set forth in the Liquidation Trust Agreement.

(b) The Liquidation Trustee, in his reasonable business judgment and in an expeditious but orderly manner, shall administer Claims, make timely distributions, and not unduly prolong the duration of the Liquidation Trust.

(c) In addition to the Plan Proceeds Account to be established by the Liquidation Trustee to receive and hold Plan Proceeds, the Liquidation Trustee, on behalf of the Beneficiaries, shall establish and maintain the Liquidation Trust Fund Accounts in the name of the Liquidation Trustee as segregated interest bearing accounts accessible only by the Liquidation Trustee as necessary to implement the Plan.

(d) The Liquidation Trustee shall be expressly authorized to do the following, by way of illustration and not of limitation:

(i) file, prosecute, compromise and settle objections to Claims without further approval of or application to the Bankruptcy Court, except as otherwise provided herein;

(ii) open and maintain bank accounts in the name of the Liquidation Trust, draw checks and drafts thereon on the sole signature of the Liquidation Trustee, and terminate such accounts as the Liquidation Trustee deems appropriate;

(iii) execute any documents, pleadings, and take any other actions related to, or in connection with, the liquidation of the Liquidation Trust Assets and the exercise of the Liquidation Trustee's powers granted herein;

(iv) protect and enforce the rights to the Liquidation Trust Assets vested in the Liquidation Trust by this Plan by any method deemed appropriate including, without limitation, by judicial proceedings or pursuant to any applicable bankruptcy, insolvency, moratorium or similar law and general principles of equity;

(v) deliver distributions as may be authorized by this Plan;

(vi) file, if necessary, any and all tax returns with respect to the Liquidation Trust, pay taxes, if any, properly payable by the Liquidation Trust, and make distributions to the Beneficiaries net of such taxes, and comply with the requirements of Article 4 hereof;

(vii) make all necessary filings in accordance with any applicable law, statute or regulation;

(viii) determine and satisfy any and all liabilities created, incurred or assumed by the Liquidation Trust;

(ix) invest funds received by the Liquidation Trust or otherwise held by the Liquidation Trust in accordance with Article 8.H.9 of this Plan;

(x) utilize the Liquidation Trust Assets to purchase or create and carry all appropriate insurance policies and pay all insurance premiums and costs necessary or advisable to insure the acts and omissions of the Liquidation Trustee; and

(xi) upon completion of administration of the Liquidation Trust, and in accordance with the terms of the Liquidation Trust Agreement, cause the Trust to be terminated.

(e) At such intervals as the Liquidation Trustee deems appropriate, the Liquidation Trustee may prepare and distribute by electronic mail a post-confirmation status report, the purpose of which is to explain the progress made toward full administration of the confirmed Plan, including the status of objections to Claims, retentions of professionals, and other matters concerning the Liquidation Trust. Any such reports shall be (i) distributed to those parties requesting special notice in the Debtors' cases (e.g., parties filing a Fed. R. Bankr. P. 2002 notice of appearance) and the U.S. Trustee, and (ii) filed with the Bankruptcy Court.

(f) The Liquidation Trustee may request an expedited determination of taxes of the Liquidation Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Liquidation Trust for all taxable periods through the dissolution of the Liquidation Trust.

**7. Valuation of Assets.** As soon as possible after the Effective Date, (i) the Liquidation Trustee shall determine the fair market value, as of the Effective Date, of the Liquidation Trust Assets based on a good faith determination, and (ii) the Liquidation Trustee shall apprise the Beneficiaries in writing of such valuation (and indicate in such writing each Holder's percentage ownership interest in the Liquidation Trust based on each such Holder's relative beneficial interest in the Liquidation Trust or portion thereof as of the Effective Date). The valuation shall be used consistently by all parties (including, without limitation, the Debtors, the Liquidation Trustee, and the Beneficiaries) for all federal income tax purposes.

**8. Payments by the Liquidation Trust.** The Liquidation Trustee shall make distributions to Beneficiaries of the Liquidation Trust in accordance with Article 9 of this Plan.

**9. Investment Powers of the Liquidation Trustee and Permitted Cash Expenditures.** All funds held by the Liquidation Trustee shall be invested in Cash or short-term highly liquid investments that are readily convertible to known amounts of Cash as more particularly described in the Liquidation Trust Agreement; provided, however, that the right and power of the Liquidation Trustee to invest the Liquidation Trust Assets, the proceeds thereof, or any income earned by the Liquidation Trust, shall be limited to the right and power that a Liquidation Trust is permitted to exercise pursuant to the Treasury Regulations, or any modification in the IRS guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise. The Liquidation Trustee may expend the cash of the Liquidation Trust (i) as soon as reasonably necessary to meet contingent liabilities and to maintain the value of the respective

assets of the Liquidation Trust during liquidation, (ii) to pay the reasonable administrative expenses (including, but not limited to, any taxes imposed on the Liquidation Trust) and (iii) to satisfy other respective liabilities incurred by the Liquidation Trust in accordance with this Plan or the Liquidation Trust Agreement.

**10. Registry of Beneficial Interests.** To evidence each Holder's beneficial interests in the Liquidation Trust, the Liquidation Trustee shall maintain a registry of Beneficiaries.

**11. Non-Transferable.** Interests in the Liquidation Trust shall be non-transferable, except with respect to a transfer by will or under the laws of descent and distribution. Any such transfer, however, shall not be effective until and unless the Liquidation Trustee receives written notice of such transfer.

**12. Dissolution of the Liquidation Trust.** The Liquidation Trust shall terminate after its liquidation, administration and distribution of the Liquidation Trust Assets in accordance with this Plan and its full performance of all other duties and functions set forth herein or in the Liquidation Trust Agreement. The Liquidation Trust shall terminate no later than the second (2nd) anniversary of the Effective Date; provided, however, that, within a period of three (3) months prior to such termination date, the Bankruptcy Court, upon motion by a party in interest, including the Liquidation Trustee, may extend the term of the Liquidation Trust if it is necessary to facilitate or complete the administration of the Liquidation Trust. Notwithstanding the foregoing, multiple extensions can be obtained so long as Bankruptcy Court approval is obtained within three (3) months prior to the expiration of each extended term; provided, however, that the aggregate of all such extensions shall not exceed three (3) years, unless the Liquidation Trustee receives a favorable ruling from the IRS that any further extension would not adversely affect the status of the Liquidation Trust as a Liquidation Trust within the meaning of Treasury Regulations 301.7701-4(d) for federal income tax purposes.

**I. Liability, Indemnification.** Neither the Liquidation Trustee nor its officers, directors, employees, agents, representatives or professionals, shall be liable for any act or omission taken or omitted to be taken by or on behalf of the Liquidation Trustee, other than for specific acts or omissions resulting from willful misconduct, gross negligence or fraud. The Liquidation Trustee may, in connection with the performance of its functions, and in its sole and absolute discretion, consult with its attorneys, accountants, financial advisors and agents, and shall not be liable for any act taken, omitted to be taken, or suffered to be done in accordance with advice or opinions rendered by such persons, regardless of whether such advice or opinions are provided in writing. Notwithstanding such authority, the Liquidation Trustee shall not be under any obligation to consult with its attorneys, accountants, financial advisors or agents, and its determination not to do so shall not result in the imposition of liability on the Liquidation Trustee unless such determination amounts to willful misconduct, gross negligence, or fraud. The Liquidation Trust shall indemnify and hold harmless the Liquidation Trustee and its officers, directors, employees, agents, representatives and professionals, and all duly designated agents and representatives thereof (in their capacities as such), from and against and in respect of all liabilities, losses, damages, claims, costs and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and related expenses) which such parties may incur or to which such parties may become subject in connection with any action, suit, proceeding or investigation

brought by or threatened against such parties arising out of or due to their acts or omissions, or consequences of such acts or omissions, with respect to the implementation or administration of the Liquidation Trust or the Plan or the discharge of their duties hereunder; provided, however, that no such indemnification will be made to such persons for actions or omissions resulting from their willful misconduct, gross negligence, or fraud.

**J. Retention and Compensation of Professionals.**

**1. Liquidation Trust Professionals.** The Liquidation Trustee may retain professionals, including but not limited to, counsel, accountants, investment advisors, auditors and other agents on behalf of the Liquidation Trust as necessary or desirable to carry out the obligations of the Liquidation Trustee hereunder and under the Liquidation Trust Agreement. More specifically, the Liquidation Trustee may retain counsel in any matter related to its administration of the Plan and the Liquidation Trust, including counsel that has acted as counsel for the Debtors in the Chapter 11 Cases.

**2. Compensation of Post-Effective Date Professionals.** Professionals retained by the Liquidation Trustee shall be compensated for services rendered pursuant to the terms of the Liquidation Trust Agreement, but their retention and compensation shall not be subject to Bankruptcy Court approval.

**K. Compromise of Controversies and Causes of Action.** In consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims and controversies resolved under the Plan, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under Fed. R. Bankr. P. 9019. The Plan effects a compromise and release of all Causes of Action that the Debtors or the Estates may have against any Entity, including without limitation Causes of Action that have been or may be asserted against any Released Parties in any Pending Litigation; provided, however, that Causes of Action may be asserted as a defense to any Claim in the Bankruptcy Cases unless and until such Claim is withdrawn with prejudice or unconditionally disallowed by Court order. Without limiting the foregoing, the Plan effects a complete compromise, waiver and release of any and all allegations that DFC, DFG or any Entity within the definition of DFC is, should be treated as, or may be found to be an alter ego of the Debtors or either of them. On and after the Effective Date, none of DFC, DFG or any Entity within the Plan's definition of DFC shall be treated as, deemed to be or found to be an alter ego of the Debtors or either of them.

**L. Guarantees.** On the Effective Date, all guarantees by any Debtor of the payment, performance or collection of another Debtor with respect to any Claim shall be forever discharged, eliminated, cancelled and of no further force and effect

**M. Cancellation of Liens.** Upon the Effective Date, any Lien on property of any Debtor's estate securing any Claim conclusively shall be deemed released, and the Holder of such Claim shall be authorized and directed to release any collateral that is property of any Debtor's estate that is held by such Holder.

**N. Successors.** Except as otherwise provided in the Plan, the Liquidation Trust shall be the successor to the Debtors for the purposes of sections 1123, 1129, and 1145 of the Bankruptcy Code and with respect to all Claims-related matters, except that the Liquidation Trustee shall not succeed to any right, title or interest of the Debtors in any Causes of Action or Excluded Assets.

**O. Books and Records.** To the extent that the Liquidation Trustee requires, in the Liquidation Trustee's reasonable discretion, the use of any of the Debtors' books and records transferred to DFG hereunder in connection with the performance of the Liquidation Trustee's duties, DFG shall make them, or copies thereof, available to the Liquidation Trustee upon reasonable notice.

**P. Funding of Liquidation Trust.** To fund the administration of the Liquidation Trust, DFG shall deliver the Trust Administration Funding Pool to the Liquidation Trustee on or before the Effective Date. The Liquidation Trustee may use the funds in the Trust Administration Funding Pool in the Liquidation Trustee's sole discretion to fulfill all of the rights, obligations, and privileges of the Liquidation Trust under the Plan and the Liquidation Trust Agreement, provided that any costs and attorneys' fees of administering Class 3 Claims (including but not limited to any litigation relating to such Claims) shall be paid solely from the Class 3 Funding Pool and any costs and attorneys' fees of administering Class 4 Claims (including but not limited to any litigation relating to such Claims) shall be paid solely from the Class 4 Funding Pool. Any funds remaining in the Trust Administration Funding Pool after the full administration of the Estates and the Liquidation Trust shall be refunded to DFG. In the event that the Trust Administration Funding Pool is insufficient to fulfill all of the rights, obligations, and privileges of the Liquidation Trust under the Plan and the Liquidation Trust Agreement, then any additional amounts shall be surcharged against the Class 3 Funding Pool.

## ARTICLE 9

### DISTRIBUTIONS UNDER THIS PLAN

#### **A. Timing of Distributions.**

**1. Interim Distributions.** The Liquidation Trustee may make interim Pro Rata distributions of Liquidation Trust Assets to the Holders of Allowed Claims entitled thereto; provided, however, that any such distribution shall only be made if (i) it is not unduly burdensome to the Liquidation Trust, (ii) the Liquidation Trustee determines that such interim distribution is warranted and economical, (iii) the A/P/S Funding Pool and the Disputed Claims Reserve are fully funded, (iv) any distributions are made only from the pool(s) from which such Holder is entitled to payment under the Plan, and (v) the Liquidation Trustee retains amounts reasonably practicable and necessary to satisfy liabilities or expenses incurred or reasonably anticipated by the Liquidation Trust in accordance with this Plan or the Liquidation Trust Agreement. This provision shall be interpreted to be consistent with Internal Revenue Service Revenues Procedure 94-45 § 3.10.

**2. Final Distributions.** Notwithstanding anything else in this Plan, the Liquidation Trustee shall distribute all remaining Liquidation Trust Assets pursuant to the terms

of this Plan only after the Liquidation Trustee (i) settles and pays all Allowed A/P/S Claims, (ii) settles or completes the prosecution of all objections to, or motions to estimate, all other Claims; and (iii) reserves adequate funds to complete the administration of the Estates and the Liquidation Trust. If Holders of Allowed Class 3 Claims and/or Allowed Class 4 Claims receive aggregate distributions from the Liquidation Trust in the maximum amount provided for them under the Plan, then any remaining funds in the Class 3 Funding Pool and/or the Class 4 Funding Pool (as applicable), after completion of administration of the Liquidation Trust and payment of all expenses of the Trust, shall be refunded to DFG.

## **B. Reserves.**

**1. A/P/S Funding Pool.** On the Effective Date, the Liquidation Trustee shall segregate the A/P/S Funding Pool in a separate account and shall use funds deposited therein solely to pay any Allowed A/P/S Claims pursuant to the Plan. To the extent any funds remain in the A/P/S Funding Pool after paying all Allowed A/P/S Claims, such excess funds shall, after payment of all expenses of the Trust related to A/P/S/ Claims, be refunded to DFG.

**2. Professional Fees Funding Pool.** On the Effective Date, Debtors' counsel shall hold the Professional Fees Funding Pool in its attorney trust account. Such Professional Fees Funding Pool shall be used solely to pay Allowed Professional Fees and shall be refunded to DFG to the extent that any balance remains after payment of all Allowed Professional Fees. To the extent of any dispute over the disposition of any of the funds in this account, Debtors' counsel may interplead such funds with the Court and shall be paid from the Trust Assets for its reasonable fees and costs associated with such interpleader; provided that in the event that there are insufficient Trust Assets to pay such fees and costs, Debtors' counsel shall have a lien against the escrowed funds and shall be entitled to payment therefrom.

### **3. Disputed Claims Reserve.**

(a) When making a distribution with respect to any Class of Claims, the Liquidation Trustee shall establish the Disputed Claims Reserve for all Claims that are Disputed Claims or are not Allowed Claims on such distribution date. The Disputed Claims Reserve will initially include Cash in amounts sufficient to distribute to each Holder of a Disputed Claim the full amount that it would receive under the Plan if its Claim had been an Allowed Claim in its full face amount, or in such other amount as may be estimated by the Court, on such distribution date.

(b) Notwithstanding the foregoing, the Liquidation Trustee, before allowing a Claim, may move for an order from the Bankruptcy Court estimating the maximum allowable amount of any Disputed Claim, to the fullest extent estimation is or would be permitted by the Bankruptcy Code. If the Bankruptcy Court enters an estimation order, then the Liquidation Trustee will adjust the amount held in the Disputed Claims Reserve to reflect the maximum allowable amount of any Disputed Claim so determined by the Bankruptcy Court. In addition, the entry of an order determining the maximum allowable amount of any Disputed Claim shall not prejudice the Liquidation Trustee from pursuing any supplemental proceedings to object to any ultimate payment on such Claim.

(c) After any Disputed Claim becomes an Allowed Claim in the full face amount or a reduced amount, the Liquidation Trustee will, on the next Distribution Date, make the distributions based upon the full face amount or the reduced, allowed amount of the Allowed Claim, as applicable, as if the Disputed Claim had been an Allowed Claim in the full face amount or the reduced amount, as applicable, on or before the Effective Date.

(d) The Holder of a Disputed Claim shall not be entitled to receive or recover any amount in excess of the amount provided in the Disputed Claims Reserve to pay such Claim. However, if a Disputed Claim (i) is disallowed or expunged or (ii) becomes an Allowed Claim in an amount that would result in such Allowed Claim receiving less than the amount held in the Disputed Claims Reserve on account thereof, the excess attributable to the Claim's disallowed or expunged portion will constitute reserve surplus ("Reserve Surplus") to be held by the Liquidation Trust.

(e) After Final Orders have been entered, or other final resolutions have been reached, with respect to all Disputed Claims or the Liquidation Trust has obtained an Order of the Bankruptcy Court setting a reduced dollar amount of required reserves, any remaining cash or other property held in the Disputed Claims Reserve or the Reserve Surplus will be distributed in accordance with this Plan.

**C. Distribution Procedures.** The Liquidation Trustee shall, within its discretion, make distributions to the Beneficiaries Pro Rata, as soon as reasonably practicable, consistent with the terms of this Plan and the Liquidation Trust Agreement.

**D. Manner of Distribution.** Payments to be made by the Liquidation Trustee pursuant to this Plan, the Confirmation Order, and the Liquidation Trust Agreement shall be made by the Liquidation Trustee by check drawn from the Liquidation Trust Fund Accounts, as provided in section 5.04(a) of the Liquidation Trust Agreement. Distributions to Holders of Allowed Claims shall be made by the Liquidation Trustee: (i) at the addresses set forth on the proofs of claims filed in the Chapter 11 Cases by such Holders; (ii) at the addresses set forth in any written notices of address changes delivered to the Liquidation Trustee by such holders after the date of filing of any related proof of claim (in which event the notice of change will supersede and replace the address set forth on the related proof of claim and any address set forth in the Debtors' Schedules); or (iii) at the addresses reflected in the Schedules if no proof of Claim has been filed and the Liquidation Trustee has not received a written notice of a change of address. No payments of fractions of cents will be made. Whenever any payment of a fraction of a cent would otherwise be required, the actual payment may reflect a rounding of such fraction to the nearest whole cent (up or down).

**E. De Minimus Distributions.** When the aggregate amount of De Minimus Distributions held by the Liquidation Trust for the benefit of a Creditor equals or exceeds \$25.00, the Liquidation Trust will distribute such De Minimus Distributions to such Creditor. If, at the time that the final distribution under this Plan is to be made, the De Minimus Distributions held by the Liquidation Trust for the benefit of a Creditor total less than \$25.00, such funds shall not be distributed to such Creditor, but rather, shall vest in the Liquidation Trust and be available as a general Liquidation Trust Asset for use or distribution in accordance with the terms of this Plan.



**F. Undeliverable Distributions.** If an Undeliverable Distribution is returned to the Liquidation Trustee, no further distributions to such Holder of an Allowed Claim shall be made unless and until the Liquidation Trustee is notified by such Holder of the Allowed Claim of their then current address, at which time all missed distributions shall be made to such holder of an Allowed Claim, without interest. Pending the Liquidation Trustee's receipt of such current address and subject to Section 5.04(e)(ii) of the Liquidation Trust Agreement, all missed distributions shall be maintained by the Liquidation Trustee in the applicable Liquidation Trust Fund Account. Any Holder of an Allowed Claim that does not provide a current address as described in Section 5.04(e)(i) of the Liquidation Trust Agreement to the Liquidation Trustee within ninety (90) days after the date on which a distribution was payable to such holder of an Allowed Claim, shall thereafter be treated as though such Claim has been disallowed. In such cases, the Undeliverable Distribution shall be made available for distribution to the Holders of Allowed Claims, and no further payments shall be made to the Holder of an Allowed Claim on account of such Undeliverable Distribution and such Allowed Claim shall thereafter be treated as though such Claim has been disallowed. Under no circumstances shall any Undeliverable Distribution be subject to the escheat laws of any state.

**G. Setoffs and Recoupments.** The Debtors, if on or before the Effective Date, or the Liquidation Trustee, if after the Effective Date, pursuant to sections 502(h), 553, and 558 of the Bankruptcy Code or applicable law, may (but shall not be required to) set off against or recoup from any Claim on which payments are to be made pursuant to this Plan, any claims or Causes of Action of any nature whatsoever that the Debtors may have against the Holder of such Claim; provided, however, that neither the failure to effect such offset or recoupment nor the allowance of any Claim shall constitute a waiver or release by the Debtors, the Estates, or the Liquidation Trust of any right of setoff or recoupment that the Debtors or the Estates may have against the Holder of such Claim.

**H. Distributions in Satisfaction; Allocation.** Except for the obligations expressly imposed by this Plan and the property and rights expressly retained under this Plan, if any, the distributions and rights that are provided in this Plan shall be in complete satisfaction and release of all Claims against, liabilities in, Liens on, obligations of and Interests in the Debtors and the Estates and the assets and properties of the Debtors and the Estates, whether known or unknown, arising or existing prior to the Effective Date. Distributions received in respect of Allowed General Unsecured Claims will be allocated first to the principal amount of such Claims, with any excess allocated to any Allowed unpaid interest.

**I. No Interest or Penalties on Claims.** Unless otherwise specifically provided for in this Plan and except as set forth in Article 3.B hereof, the Confirmation Order, or a postpetition agreement in writing between the Debtors and a Holder of a Claim and approved by an order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on any Claim, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim. In addition, and without limiting the foregoing, interest shall not accrue on or be paid on any Disputed Claim in respect of the period from the Effective Date to the date a final distribution is made when and if such Disputed Claim becomes an Allowed Claim. Holders of Claims will not be entitled to receive, as part of an Allowed Claim or otherwise, any payment on account of any penalty, or on account of any punitive or exemplary damages, asserted or arising

with respect to, or in connection with, such Claims. Any Claim or demand for any penalty, punitive damages or exemplary damages will be disallowed by confirmation of this Plan.

**J. No Distributions Pending Allowance.** Except with respect to Professional Fee Claims to the extent permitted under an order of the Court, no payments or distributions will be made with respect to all or any portion of a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order, and the Disputed Claim has become an Allowed Claim; provided, however, that in the event that only a portion of such Claim is an Allowed Claim, the Liquidation Trustee or DFG, as the case may be, may make, in his, her, or its discretion, a distribution pursuant to the Plan on account of the portion of such Claim that becomes an Allowed Claim. If a Claim has been estimated by an Order of the Court, the Liquidation Trustee or DFG, as the case may be, may in his, her, or its discretion treat the Claim as having been Allowed in the amount estimated and may make distributions thereon accordingly.

**K. Withholding Taxes.** The Debtors, if on or before the Effective Date, and the Liquidation Trustee, if after the Effective Date, shall be entitled to deduct any applicable federal, state or local withholding taxes from any distributions under this Plan. As a condition to making any distribution under this Plan, the Debtors, if on or before the Effective Date, and the Liquidation Trustee, if after the Effective Date, may require that the Holder of an Allowed Claim provide such Holder's taxpayer identification number and such other information and certification as may be deemed necessary to comply with applicable tax reporting and withholding laws.

**L. Charitable Contribution.** If after completing the final distribution to the Beneficiaries, the Liquidation Trustee is holding an insufficient amount of Cash, in the Liquidation Trustee's sole judgment, to make it practicable to distribute the remaining sum to the holders of Allowed Class 3 Claims and/or Allowed Class 4 Claims, and the Holders of such Claims have not received the maximum distributions to which they are entitled under the Plan on account of their Claims, then the Liquidation Trustee is authorized to distribute the remaining Cash in the Class 3 Funding Pool and/or the Class 4 Funding Pool, as applicable, to a nationally-recognized charity of his choice.

## ARTICLE 10

### **PROVISIONS FOR CLAIMS ADMINISTRATION AND DISPUTED CLAIMS**

**A. Reservation of Rights to Object to Claims.** Unless a Claim is expressly described as an Allowed Claim pursuant to or under this Plan, or otherwise becomes an Allowed Claim prior to the Effective Date, upon the Effective Date, the Liquidation Trustee and DFG each shall be deemed to have a reservation of, and standing to assert, any and all objections of the Estates to any and all Claims and motions or requests for the payment of Claims, whether administrative expense, priority, secured or unsecured, including without limitation any and all objections as to the validity or amount of any and all alleged Administrative Claims, Priority Tax Claims, Priority Unsecured Claims, Secured Claims, General Unsecured Claims, General Unsecured Opt-Out Claims, Interests, Liens and security interests, whether under the Bankruptcy Code, other applicable law or contract. The Debtors' failure to object to any Claim in the

Chapter 11 Cases shall be without prejudice to the Liquidation Trustee's and DFG's rights to contest or otherwise defend against such Claim.

**B. Objections to Claims.** Prior to the Effective Date, the Debtors shall be responsible for pursuing any objection to the allowance of any Claim. From and after the Effective Date, the Liquidation Trustee will retain responsibility for administering, disputing, objecting to, moving to estimate, compromising (with DFG's consent), or otherwise resolving (with DFG's consent) and making distributions, if any, with respect to all General Unsecured Claims (with all related costs to be paid from the Class 3 Funding Pool) and General Unsecured Opt-Out Claims (with all related costs to be paid from the Class 4 Funding Pool). DFG and the Liquidation Trustee (but only to the extent that DFG consents in writing) will retain responsibility for administering, disputing, objecting to, moving to estimate, compromising, or otherwise resolving all A/P/S Claims (with distributions on any Allowed A/P/S Claims to be made by the Liquidation Trustee from the A/P/S Funding Pool). DFG at all times also shall have standing to object to or move to estimate any Claim. Unless otherwise provided in this Plan or by order of the Bankruptcy Court, any objections to Claims will be filed and served no later than the Claims Objection Deadline. The Liquidation Trustee or DFG, as applicable, may request (and the Bankruptcy Court may grant) an extension of such deadline by filing a motion with the Bankruptcy Court, based upon a reasonable exercise of the business judgment of the party entitled to file such objection(s). A motion seeking to extend the Claims Objection Deadline as to any Claim or as to all Claims shall not be deemed an amendment to this Plan.

**C. Service of Objections.** An objection to a Claim shall be deemed properly served on the Holder of such Claim if service is effected by any of the following methods: (i) in accordance with Rule 4 of the Federal Rules of Civil Procedure, as modified and made applicable by Fed. R. Bankr. P. 7004; (ii) to the extent counsel for such Holder is unknown, by first class mail, postage prepaid, on the signatory on the Proof of Claim or Interest or other representative identified on the Proof of Claim or Interest or any attachment thereto; or (iii) by first class mail, postage prepaid, on any counsel that has appeared on the behalf of such Holder in the Chapter 11 Cases.

## ARTICLE 11

### EXECUTORY CONTRACTS AND UNEXPIRED LEASES

**A. Rejection of Remaining Executory Contracts.** Any Executory Contract that has not expired by its own terms on or prior to the Effective Date, which the Debtors have not assumed and assigned or rejected with the approval of the Bankruptcy Court, or that is not the subject of a motion to assume the same pending as of the Confirmation Date, shall be deemed rejected by the Debtors on the Effective Date and the entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of such rejection pursuant to Sections 365(a) and 1123 of the Bankruptcy Code, unless the Debtors identify such Executory Contract in the Plan Supplement as an Executory Contract which the Debtors do not intend to reject.

**B. Rejection Claims; Cure of Defaults.** If the rejection of an Executory Contract results in damages to the other party or parties to such contract or lease, any Claim for such damages, if not heretofore evidenced by a Proof of Claim that has been Filed, shall be forever

barred and shall not be enforceable against the Debtors, their Estates or their successors or assigns, unless a Proof of Claim is Filed and served upon the Debtors or the Liquidation Trustee, as the case may be, on or before (x) twenty (20) days after the earlier to occur of (a) the Confirmation Date, and (b) the date of entry of an order by the Bankruptcy Court authorizing rejection of a particular Executory Contract, or (y) such other date as may be ordered by the Bankruptcy Court. Nothing in this Plan extends any Bar Date applicable to Claims arising from the rejection of Executory Contracts pursuant to the Bar Date Order.

## ARTICLE 12

### EFFECT OF CONFIRMATION AND INJUNCTION

**A. Injunction.** Except as otherwise expressly provided in this Plan or the Confirmation Order, the documents executed pursuant to this Plan or the Confirmation Order, on and after the Effective Date, all Entities who have held, currently hold, or may hold Claims against or Interests in the Debtors or the Estates that arose prior to the Effective Date (including but not limited to States and other governmental units, and any State official, employee, or other entity acting in an individual or official capacity on behalf of any State or other governmental units) are permanently enjoined, with respect to or on account of such Claims or Interests or any other matter within the scope of the releases contained in Article 12 of the Plan, from: (i) commencing or continuing in any manner, directly or indirectly, any action or other proceeding against any Protected Party or any property of any Protected Party; (ii) enforcing, attaching, executing, collecting, or recovering in any manner, directly or indirectly, any judgment, award, decree, or order against any Protected Party or any property of any Protected Party; (iii) creating, perfecting, or enforcing, directly or indirectly, any lien or encumbrance of any kind against any Protected Party or any property of any Protected Party; (iv) asserting or effecting, directly or indirectly, any setoff, right of subrogation, or recoupment of any kind against any obligation due to any Protected Party or any property of any Protected Party; (v) commencing or continuing in any manner, directly or indirectly, any action or other proceeding against any Protected Party asserting that such Protected Party is liable directly or indirectly as an alter ego of the Debtors or either of them, or based upon any theory of corporate veil piercing or respondeat superior related to the Debtors, their assets or operations; and (vi) any act, in any manner, in any place whatsoever, that does not conform to, comply with, or is inconsistent with any provisions of this Plan. Any Entity injured by any willful violation of such injunction shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages from the willful violator. Nothing contained in this Article 12 shall prohibit the Holder of a Disputed Claim from litigating its right to seek to have such Disputed Claim declared an Allowed Claim and paid in accordance with the distribution provisions of this Plan, or enjoin or prohibit the interpretation or enforcement by the Holder of such Disputed Claim of any of the obligations of the Debtors, the Liquidation Trustee, or the Liquidation Trust under this Plan. The Confirmation Order also shall constitute an injunction enjoining any Entity from enforcing or attempting to enforce any claim or cause of action against any Protected Party or any property of any Protected Party based on, arising from or related to any failure to either file a return with respect to, pay, or make provision for payment of,

**any amount payable with respect to any Priority Tax Claim on which the payments due under this Plan have been made or are not yet due under this Plan.**

**B. Injunction Against Interference With Plan.** Upon the entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, including the Debtors, along with the respective present and former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan.

**C. Term of Injunctions.** All injunctions or stays provided for in the Chapter 11 Cases under section 362 of the Bankruptcy Code, and in existence as of the Confirmation Date, shall remain in full force and effect until the Effective Date.

**D. Exculpation.** On and after the Effective Date, none of the Protected Parties shall have or incur any liability for, and each Protected Party is hereby released from, any claim, cause of action or liability to any other Protected Party, to any Holder of a Claim or Interest, or to any other party in interest, for any act or omission that occurred during the Chapter 11 Cases or in connection with the preparation and filing of the Chapter 11 Cases, the formulation, negotiation, and/or pursuit of confirmation of this Plan, the consummation of this Plan, and/or the administration of this Plan and/or the property to be distributed under this Plan, except for claims, causes of action or liabilities arising from the willful misconduct or fraud of any Protected Party, in each case subject to determination of such by final order of a court of competent jurisdiction and provided that any Protected Party shall be entitled to rely upon the advice of counsel with respect to its duties and responsibilities (if any) under this Plan or in connection with the Chapter 11 Cases. Moreover, Protected Parties who do not have a role in the Liquidation Trust shall not have any liability in connection with actions or omissions by the Liquidation Trustee or its agents and representatives.

**E. Releases by Debtors.** For good and valuable consideration (including, without limitation, the Plan Funding to be provided by DFG on behalf of all Released Parties), the adequacy of which is hereby confirmed, upon the Effective Date, the Debtors, for themselves, their estates and successors, in their individual capacities and as debtors in possession, forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action and liabilities, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or before the Effective Date that have been or could have been asserted by or on behalf of the Debtors or their Estates against any of the Released Parties; including, without limitation, each and every Cause of Action that is property of the Estate of a Debtor, whether asserted by the Debtors or a third party; and further including, without limitation, any and all claims and causes of action asserted, or that could have been asserted, against any Released Parties in any Pending Litigation premised on any theory of respondeat superior, alter ego or corporate veil-piecing.

**F. Releases by Holders of Claims.** Subject to the occurrence of the Effective Date, each Releasor, for good and valuable consideration (including, without limitation, the Plan Funding to be provided by DFG on behalf of all Released Parties), conclusively will be deemed to have released each of (a) the Debtors and their respective successors and assigns, and each of their respective present and former officers, directors, shareholders, members, managers and employees, in their respective capacities as such (without limiting the treatment provided under this Plan on account of such Claims), (b) DFC and their respective Affiliates, successors and assigns, and each of their respective present and former officers, directors, shareholders, members, managers, employees, agents, advisors, representatives and attorneys, in their respective capacities as such, (c) each of the foregoing's respective agents, attorneys, advisors, accountants, investment bankers, bankruptcy and restructuring advisors, and financial advisors, in their respective capacities as such, and (d) any Entity asserted to be liable derivatively through any of the foregoing, from any and all actions, causes of action, liabilities, controversies, promises, agreements, obligations, rights, suits, debts, sums of money, damages, judgments, claims and demands whatsoever, whether known or unknown, reduced to judgment or not reduced to judgment, liquidated or unliquidated, contingent or non-contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or derivatively, existing or hereafter arising, in law, equity or otherwise, that such Holder may have or hold, based in whole or in part upon any act, occurrence, omission, relationship or circumstance from the beginning of the time through the Effective Date related to such Holder's Claim or to the Debtors, their assets, operations or franchise system. The foregoing releases include, without limitation, all claims and causes of action asserted or that may be asserted against any Released Parties in Pending Litigation that have not been released pursuant to Article 12.E of the Plan, if any. Without limiting the foregoing releases, no Person who is or at any time was a Holder of any of Claim Nos. 51, 53, 54, 65, 72, 75 or 76 shall be permitted to opt out of the foregoing releases.

**G. Binding Effect of Releases.** Each Entity to which all or any of Article 12 of this Plan applies shall be deemed to have granted the releases set forth herein notwithstanding that it may hereafter discover facts in addition to, or different from, those which it now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and each such Entity expressly waives any and all rights that it may have under any statute or common law principle, including section 1542 of the California Civil Code or similar law or rule, which would limit the effect of such releases to those Claims or causes of action actually known or suspected to exist at the time of Confirmation. Section 1542 of the California Civil Code generally provides as follows: "A general release does not extend to claims which the creditors does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." To the extent that the law of any state, including but not limited to California, invalidates or limits the effect of any release, waiver, or exculpatory provision under the Plan or the Confirmation Order or imposes any penalty or claim against any Person for including such release, waiver, or exculpatory provision in the Plan or the Confirmation Order or for conditioning the acceptance of the terms of the Plan or the Confirmation Order upon such release, waiver, or exculpatory provision, such law is preempted and shall not apply.

**H. Binding Effect of Plan.** Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, on and after the Confirmation Date, the provisions of this Plan shall bind any Holder of a Claim against, or Interest in, the Debtors, the Estates and their respective successors or assigns, whether or not the Claim or Interest of such Holder is Impaired under the Plan, whether or not such Holder has accepted this Plan and whether or not the Holder has filed a Claim. The rights, benefits and obligations of any Entity named or referred to in the Plan, whose actions may be required to effectuate the terms of the Plan, shall be binding on and shall inure to the benefit of any heir, executor, administrator, successor or assign of such Entity (including, without limitation, any trustee appointed for the Debtors under chapters 7 or 11 of the Bankruptcy Code).

## ARTICLE 13

### CONDITIONS PRECEDENT

**A. Conditions Precedent to Effective Date.** This Plan shall not become effective unless and until each of the following conditions shall have been satisfied in full in accordance with the provisions specified below or waived by the Debtors and DFG: Any of the following conditions except only 13.A.4(a)(i) and 13.A.4(a)(iv) may be waived by a writing signed by both DFG and Debtors.

**1. Approval of Disclosure Statement.** The Bankruptcy Court shall have approved a disclosure statement to this Plan in form and substance acceptable to the Debtors and DFG in their sole and absolute discretion.

**2. Approval of CA Class Action Settlement.** The Bankruptcy Court and the CA Court shall have entered Final Orders, in form and substance satisfactory to Debtors and DFG in their sole and absolute discretion, approving the CA Class Action Settlement.

**3. Form of Confirmation Order.** The Confirmation Order shall be in form and substance acceptable to the Debtors and DFG in their sole and absolute discretion.

**4. Entry of Confirmation Order.**

(a) The Confirmation Order (i) shall have been entered by the Bankruptcy Court, (ii) shall approve, without limitation, the appointment of the Liquidation Trustee, (iii) shall contain, without limitation, a finding of fact and conclusion of law that all of the claims asserted against either or both of Dollar Financial Corp. and DFG in the Pending Litigation are subject to Article 12.E of the Plan, and a permanent injunction against the continued prosecution of such claims by any Entity, (iv) shall not be subject to any stay of effectiveness, and (v) shall have become a Final Order; and

(b) No request for revocation of the Confirmation Order under section 1144 of the Bankruptcy Code shall have been made, or, if made, shall remain pending.

**5. Liquidation Trust.** The Liquidation Trust shall have been formed, and all formation documents for such entity shall have been properly executed and delivered as required by this Plan and applicable law.

**6. Approval of MO Putative Class Action.** The Bankruptcy Court shall have entered a Final Order approving the MO Settlement Agreement.

**7. Third Party Release Opt-Outs.** Not more than thirty (30) Holders of Missouri Consumer Claims shall be Third-Party Release Opt-Out Claimants, and the Provisional Class Representatives (as defined in the MO Settlement Agreement) shall not be Third-Party Release Opt-Out Claimants.

**8. Limitation on Administrative Claims and Professional Fees.** The aggregate amount necessary to fully fund the A/P/S Funding Pool, the Professional Fees Funding Pool, and the Trust Administration Funding Pool shall not exceed the sum of \$350,000 minus the aggregate of all amounts paid by the Estates (including but not limited to retainers held by Professionals that were property of DFG and applied to professional compensation and reimbursement of out-of-pocket expenses after the Petition Date) to any Person, including, without limitation, Professionals, between September 16, 2010 and the Effective Date.

**9. Plan Funding.** DFG shall have provided the A/P/S Funding Pool and the Plan Funding to the Liquidation Trust, and the Professional Fees Funding Pool to Debtors' counsel.

**B. Revocation, Withdrawal, or Non-Consummation of Plan.** If after the Confirmation Order is entered, each of the conditions to effectiveness has not been satisfied or duly waived by the Debtors and DFG, as provided above, in writing on or by thirty (30) days after the Confirmation Date, then upon motion by the Debtors, the Confirmation Order may be vacated by the Bankruptcy Court; provided however, that notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if each of the conditions to effectiveness is either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion. If the Confirmation Order is vacated pursuant to this Section, this Plan shall be null and void in all respects, and nothing contained in this Plan, the Disclosure Statement, nor any filings submitted to the Bankruptcy Court in connection with the approval thereof shall (i) constitute a waiver or release of any Claims against or Interests in the Debtors, (ii) prejudice in any manner the rights of the Holder of any Claim against or Interest in the Debtors, (iii) prejudice in any manner the rights of the Debtors in the Chapter 11 Cases, or (iv) constitute an admission of any fact or legal position or a waiver of any legal rights held by any party prior to the Confirmation Date.

## ARTICLE 14

### ADMINISTRATIVE PROVISIONS

**A. Retention of Jurisdiction.** This Plan shall not in any way limit the Bankruptcy Court's post-confirmation jurisdiction as provided in the Bankruptcy Code. Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, the Bankruptcy Court shall retain and have exclusive jurisdiction (to the extent granted by applicable law, including any provisions permitting mandatory or discretionary withdrawal of such jurisdiction) over any matter (i) arising under the Bankruptcy Code, (ii) arising in or related to the Chapter 11 Cases or the Plan, or (iii) that relates to the following matters:



1. to hear and determine motions for (i) the assumption or rejection or (ii) the assumption and assignment of Executory Contracts or unexpired leases and the allowance of Claims resulting therefrom;
2. to adjudicate any and all disputes over the ownership of a Claim or Interest;
3. to adjudicate any and all disputes arising from or relating to the distribution or retention of consideration under this Plan;
4. to hear and determine timely objections to Claims, whether filed before or after the Confirmation Date, including objections to the classification, estimation or establishment of priority or status of any Claim, and to allow or disallow any Claim, in whole or in part;
5. to determine the extent, validity, and/or priority of any Lien asserted against property of the Debtors or the Estates or property abandoned or transferred by the Debtors or the Estates;
6. to determine the amount, if any, of interest to be paid to Holders of Allowed General Unsecured Claims if any Allowed General Unsecured Claims are paid in full pursuant to the terms of this Plan;
7. to hear and determine matters related to the Assets of the Estates, including liquidation of the Assets;
8. to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;
9. to consider modifications of or amendments to this Plan, to cure any defect or omission or to reconcile any inconsistency in any order of the Bankruptcy Court, including without limitation, the Confirmation Order;
10. to issue orders in aid of execution, implementation, or consummation of this Plan;
11. to issue orders in aid of administration of the Liquidation Trust including, without limitation, for modification of the Liquidation Trust Agreement or termination of the Liquidation Trust;
12. to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan or the Confirmation Order including disputes arising under agreements, documents, or instruments executed in connection with this Plan;
13. to hear and determine all motions requesting allowance of an Administrative Claim;

14. to hear and determine all Fee Applications;
15. to determine requests for the payment of Claims entitled to priority under section 507(a)(2) of the Bankruptcy Code, including compensation and reimbursement of expenses and parties entitled thereto;
16. to hear and determine all controversies arising in connection with the implementation of this Plan;
17. to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
18. to resolve all conflicts and disputes between the Liquidation Trustee, the Liquidation Trust, any Released Parties and Holders of Claims or Interests;
19. to hear any matter not inconsistent with the Bankruptcy Code;
20. to issue injunctions, provide declaratory relief, take such other legal or equitable actions, or issue such other orders as may be necessary or appropriate to restrain interference with the Plan, the Confirmation Order or any Protected Parties;
21. to enter a Final Decree closing the Chapter 11 Cases; and
22. to enforce all orders previously entered by the Bankruptcy Court.

**B. Payment of Statutory Fees.** All fees payable through the Effective Date pursuant to section 1930 of Title 28 of the United States Code shall be paid on or before the Effective Date. All fees payable after the Effective Date pursuant to section 1930 of Title 28 of the United States Code shall be paid by the Liquidation Trustee.

**C. Nondischarge of the Debtors.** In accordance with section 1141(d)(3) of the Bankruptcy Code, the Confirmation Order will not discharge Claims. However, no Holder of a Claim may receive any payment from, or seek recourse against, any Assets that are to be distributed under the Plan. Their recovery shall be limited only to distributions under this Plan on account of Allowed Claims.

**D. General Authority.** The Debtors, if on or prior to the Effective Date, and the Liquidation Trust and DFG, as the case may be, if after the Effective Date, shall have the right and power to execute such documents, and take such other actions, as may be necessary, in their discretion, to effectuate the transactions provided for in this Plan and to effectuate its purpose.

**E. Headings.** The headings of the Articles, paragraphs, and sections of this Plan are inserted for convenience only and shall not affect the interpretation hereof.

**F. Final Order.** Except as otherwise expressly provided in this Plan, any requirement in this Plan for a Final Order may be waived in writing by the Debtors and DFG if prior to the Effective Date, or the Liquidation Trustee or DFG as applicable if after the Effective Date.

**G. Amendments and Modifications.** The Debtors may alter, amend, or modify this Plan under section 1127(a) of the Bankruptcy Code at any time prior to the Confirmation Hearing; provided, however, that DFG shall be under no obligation to provide Plan Funding or Class 4 funding, or to accept the treatment proposed in this Plan, if it does not consent to such alteration, amendment or modification in its sole and absolute discretion. After the Confirmation Date and prior to the Effective Date, the Debtors, with the consent of DFG, may institute proceedings in the Bankruptcy Court pursuant to section 1127(b) of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistencies in this Plan, the Disclosure Statement, or the Confirmation Order, and to take such other actions as may be necessary to carry out the purposes and effects of this Plan, by the filing of a motion on notice to the Fed. R. Bankr. P. 2002 service list only, and the solicitation of all Creditors and other parties in interest shall not be required.

**H. Payment Date.** Whenever any payment or distribution to be made under this Plan shall be due on a day other than a Business Day, such payment or distribution shall instead be made, without interest, on the immediately following Business Day.

**I. Withholding and Reporting Requirements.** In connection with this Plan and all instruments issued in connection herewith and distributions hereunder, the Debtors (if prior to or on the Effective Date) or the Liquidation Trustee (if after the Effective Date) shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements.

**J. No Waiver.** The failure of the Debtors or any other Entity to object to any Claim for purposes of voting on this Plan shall not be deemed a waiver of the Debtors', DFG's or the Liquidation Trustee's right to object to, move to estimate, or examine such Claim, in whole or in part.

**K. Tax Exemption.** Pursuant to section 1146 of the Bankruptcy Code, the issuance, transfer or exchange of any security under this Plan, or the execution, delivery or recording of an instrument of transfer pursuant to, in implementation of or as contemplated by this Plan, including, without limitation, any transfers to or by the Debtors, if on or before the Effective Date, and the Liquidation Trustee, if after the Effective Date, of the Debtors' property in implementation of or as contemplated by this Plan (including, without limitation, any subsequent transfers of property by the Liquidation Trust) shall not be taxed under any state or local law imposing a stamp tax, transfer tax or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or governmental unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax or similar tax.

**L. Non-Severability.** Except as specifically provided herein, the terms of this Plan constitute interrelated compromises and are not severable, and no provision of those Articles may be stricken, altered, or invalidated.

**M. Revocation.** The Debtors reserve the right to revoke and withdraw this Plan prior to the Confirmation Date. If the Debtors revoke or withdraw this Plan, then this Plan shall be null and void and, in such event, nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtors or any other Entity or to prejudice in any manner the rights of the Debtors or any Entity in any further proceedings involving the Debtors, or be deemed an admission by the Debtors or any other Entity including with respect to the amount or allowability of any Claim or the value of any property of the Estates.

**N. Plan Controls Disclosure Statement.** In the event and to the extent that any provision of this Plan is inconsistent with any provision of the Disclosure Statement, the provisions of this Plan shall control and take precedence.

**O. Governing Law.** Except to the extent that the Bankruptcy Code is applicable, the rights and obligations arising under the Plan and any agreements, contracts, documents or instruments executed in connection with the Plan will be governed by, and construed and enforced in accordance with the laws of the state of Delaware.

**P. Notices.** Any notices or requests to the Debtors or the Liquidation Trustee under or in connection with the Plan shall be in writing and served either by (i) certified mail, return receipt requested, postage prepaid, (ii) hand delivery or (iii) national overnight delivery service, all charges prepaid, and shall be deemed to have been given when received by the following parties:

If to the Debtors:

Robert D. Katz, Chief Restructuring Officer  
Executive Sounding Board Associates Inc.  
2 Penn Center, 1500 JFK Blvd, Suite 1730  
Philadelphia, PA 19102

With a copy to:

Adam Hiller, Esq.  
Pinckney, Harris & Weidinger, LLC  
1220 North Market Street, Suite 950  
Wilmington, Delaware 19801  
Facsimile: (302) 442-7046

If to the Liquidation Trust, to the Person(s) identified on the notice of the occurrence of the Effective Date filed with the Court.

Any of the foregoing persons entitled to notice may be amended at any time by the filing of an applicable notice with the Bankruptcy Court.

**Q. Filing of Additional Documents.** On or before “substantial consummation” (as such term is defined in section 1101(2) of the Bankruptcy Code) of this Plan, the Debtors or the Liquidation Trustee, as the case may be, may file with the Bankruptcy Court such agreements or

other documents as may be necessary or appropriate or as may further evidence the terms and conditions of this Plan.

**R. Successors and Assigns.** The rights, benefits, duties, and obligations of any Entity named or referred to in this Plan, including all Creditors, shall be binding on, and shall inure to the benefit of, the successors and assigns of such Entity.

**S. Final Decree.** Once an Estate is fully administered, as referred to in Fed. R. Bankr. P. 3022, the Liquidation Trustee, or any other party as may be designated by the Bankruptcy Court in the Confirmation Order, shall file a motion with the Bankruptcy Court to obtain a Final Decree to close the Chapter 11 Case of that Estate. Without limiting the foregoing, the Liquidation Trustee may seek the entry of a final decree in the case of one Debtor prior to the entry of a final decree in the case of the other Debtor.

## ARTICLE 15

### CONFIRMATION REQUEST

The Debtors hereby request confirmation of this Plan as a Cramdown Plan with respect to any Impaired Class that does not accept this Plan or is deemed to have rejected this Plan.

## ARTICLE 16

### BANKRUPTCY RULE 9019 REQUEST AND, TO THE EXTENT REQUIRED, REQUEST PURSUANT TO SECTIONS 105(A) AND 1123(a)(5)

Pursuant to Fed. R. Bankr. P. 9019, the Debtors hereby request approval of all compromises and settlements included in this Plan, including, without limitation, the compromise and settlement included in Article 5 of this Plan. In addition, to the extent required, the Debtors hereby request confirmation of this Plan based on the partial substantive consolidation of the Debtors pursuant to sections 105(a) and 1123(a)(5) of the Bankruptcy Code.

Dated: October 15, 2010  
Wilmington, Delaware

Respectfully submitted,

PINCKNEY, HARRIS & WEIDINGER, LLC

/s/ Adam Hiller

Adam Hiller (DE No. 4105)  
Donna L. Harris (DE No. 3740)  
1220 North Market Street, Suite 950  
Wilmington, Delaware 19801  
(302) 504-1497 telephone  
(302) 442-7046 facsimile

*Attorneys for the Debtors*

## SCHEDULE 1.1

*In re We The People USA, Inc., et al., Case Nos. 10-10503-KJC (Chap. 11), et seq.*

| <b>CREDITOR NAME</b>               | <b>CLAIM NUMBER</b> |
|------------------------------------|---------------------|
| The Gray Law Firm LLC              | 63                  |
| Daniel W. Davis                    | 74                  |
| Carroll Martin                     | 75                  |
| Philip H. Jones                    | 76                  |
| Michael J. Finney                  | 77                  |
| Christopher & Jacqueline L. Hazen  | 78                  |
| Sandra Kehoe                       | 79                  |
| Joe Kindle                         | 80                  |
| James Kline                        | 81                  |
| Dennis Maddock & Kristina S. Noory | 82                  |
| Ed Martens                         | 83                  |
| Barbara & Daniel M. Matern         | 84                  |
| Eugene Pollman                     | 85                  |
| Denise L. Schultz                  | 86                  |
| Susanna Self                       | 87                  |
| Kelly M. Stephenson                | 88                  |
| Sharon Thomas                      | 89                  |
| Amanda Vaugh                       | 90                  |
| Bobbie Walker                      | 91                  |