

Jeff J. Friedman (JF-7661)
Merritt A. Pardini (MP-3437)
Qubilah A. Davis (QD-2209)
KATTEN MUCHIN ROSENMAN LLP
575 Madison Avenue
New York, New York 10022-2585
Telephone: (212) 940-8800
Facsimile: (212) 940-8776

*Attorneys for The Consumers Trust, as
Debtor and Debtor-In-Possession*

David L. Barrack (DB-5311)
Scott T. Dillon (SD-8860)
FULBRIGHT & JAWORSKI L.L.P.
666 Fifth Avenue
New York, New York 10103
Telephone (212) 318-3000
Facsimile: (212) 318-3400

*Attorneys for the Official Committee of
Unsecured Creditors of The Consumers Trust*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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In re: : Chapter 11
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THE CONSUMERS TRUST, : Case No. 05-60155 (REG)
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Debtor. :
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**AMENDED JOINT PLAN OF LIQUIDATION UNDER CHAPTER
11 OF THE BANKRUPTCY CODE**

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 KATTEN MUCHIN ROSENMAN LLP
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Debtor.	:
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**AMENDED JOINT PLAN OF LIQUIDATION UNDER
 CHAPTER 11 OF THE BANKRUPTCY CODE**

David Rubin and Henry Lan, solely in their capacity as Receivers for The Consumers Trust, as debtor and debtor-in-possession in the above-captioned case, and the Official Committee of Unsecured Creditors of The Consumers Trust, propose the following joint chapter 11 plan of liquidation pursuant to section 1121(a) of the United States Bankruptcy Code:

ARTICLE I. DEFINITIONS AND INTERPRETATION

A. DEFINITIONS

The following terms used herein shall have the respective meanings defined below (such meanings to be equally applicable to both the singular and plural):

1.1 Administrative Claim means a request filed by an Entity other than the Debtor constituting a cost or expense of administration of the Bankruptcy Case allowed under sections 503(a)(2) and 507(b) of the Bankruptcy Code.

1.2 Allowed means, with reference to any Claim: (i) any Claim against the Debtor which has been listed by the Debtor in the Schedules, as such Schedules may be amended by the Debtor from time to time in accordance with Bankruptcy Rule 1009(a), as liquidated in amount and not disputed or contingent and for which no contrary Proof of Claim or objection to allowance has been filed; (ii) any timely filed Proof of Claim as to which no objection to allowance has been interposed, or as to which any objection has been determined by a Final Order to the extent such objection is determined in favor of the respective holder; (iii) any Claim or Proof of Claim expressly allowed by a Final Order; or (iv) any Administrative Claim granted and approved by a Final Order of the Bankruptcy Court. Nothing herein shall prejudice the ability of the Liquidating Debtor to object to any Proof of Claim within the time period otherwise provided in the Plan.

1.3 Ballot means the ballots accompanying the Plan and the Disclosure Statement which are being provided to each holder of a Class 2 General Unsecured Claim for purposes of voting on the Plan and granting (or not granting) the Solicitor Trustees Release.

1.4 Bankruptcy Case means the chapter 11 case of the Debtor which is currently pending in the Bankruptcy Court.

1.5 Bankruptcy Cause of Action means all claims, claims for relief, actions, causes of action, choses in action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, third-party claims, counterclaims, and crossclaims of the Debtor, and/or the Liquidating Debtor including, but not limited to, all claims and any avoidance, recovery, subordination or other actions against insiders and/or any other Entities under the Bankruptcy Code, including sections 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code or otherwise, whether or not they shall have been asserted on or before the Effective Date and whether or not they are pending on the Effective Date or instituted by the Receivers, the Debtor, the Liquidating Debtor, the Committee, and/or Legal Representatives on behalf of the Debtor or Liquidating Debtor after the Effective Date against any Entity, based in law, admiralty or equity, including, but not limited to, under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and all of which are expressly reserved.

1.6 Bankruptcy Code means title 11 of the United States Code, as amended from time to time, and as applicable to the Bankruptcy Case.

1.7 Bankruptcy Court means the United States Bankruptcy Court for the Southern District of New York.

1.8 Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, and as applicable to the Bankruptcy Case.

1.9 Canadian Proceeding means the Debtor's ancillary proceeding (Case No. L-053026) commenced on December 13, 2005 in the Supreme Court of British Columbia under the Canadian Companies' Creditors Arrangement Act.

1.10 Cash means legal tender of the United States of America, except that when referring to payments under the Plan made to any Consumer, creditor or holder of an Allowed Administrative Claim or professional retained by the Debtor and mailed to a Canadian address, Cash means legal tender of Canada, and when referring to payments under the Plan made to any professional retained by the Debtor or the Committee and mailed to a United Kingdom address, Cash means legal tender of the United Kingdom.

1.11 Cashable Voucher means any one of those certain documents entitled "cashable voucher," "cashable bond," "cashable rebate," "3 year cashback," "5 year cashback" and "cashback check." or such similar documents as were delivered by Merchants under programs known as the "cashable voucher program", "cashable voucher promotion," "cashable rebate promotion," "cashable voucher (paper) program", "cashable voucher (online) program", "cashable bond program", "cashable rebate program", "cashable rebate voucher promotion", "consumer rebate promotion", "3 year cashback program", "5 year cashback program", "financial guarantee promotional cashback program" (as operated by the Cashback Trust established by trust deed dated 17 November 2000), "financial guarantee promotional program" (as operated by The Consumers Trust established by trust deed dated 14 September 2001), and "financial sales promotional program" (as operated by the Debtor).

1.12 Cashable Voucher Program means any and all of those certain sales promotion programs operated by, assumed by, or otherwise administered by, the Debtor, whether under the terms of any of the Cashback Trust established by trust deed dated 17 November 2000, the Consumers Trust established by trust deed dated 14 September 2001 and the Consumers Trust established by trust deed dated 25 March 2002, and which involved the delivery, by Merchants, of Cashable Vouchers to Consumers in the United States and Canada.

1.13 Causes of Action means all claims, claims for relief, actions, causes of action, choses in action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, third-party claims, counterclaims, Bankruptcy Causes of Action, U.K. Causes of Action, and crossclaims of the Debtor and/or the Liquidating Debtor, whether or not they shall have been asserted on or before the Effective Date and whether or not they are pending on the Effective Date or instituted by the Receivers, the Debtor, the Liquidating Debtor, the Committee, and/or Legal Representatives on behalf of the Debtor or Liquidating Debtor after the Effective Date against any Entity, based in law, admiralty or equity, whether direct, indirect, derivative, or otherwise, all of which are expressly reserved and which include, but are not limited to: (i)

declaratory and further relief under 28 U.S.C. §§ 2201-2202 and state law of the liability of persons owning, participating in, or controlling the Debtor's business for the creditor claims against the estate under theories such as principal liability for business trusts, controlling persons' liability for business trusts, business trust as a partnership, and business trust as an unincorporated association; (ii) breach of fiduciary duty; (iii) participation in (or aiding and abetting in) breach of fiduciary duty; (iv) negligence and professional negligence; (v) breach of contract; (vi) breach of trust; (vii) unjust enrichment; (viii) money had and received; (ix) piercing of the corporate veil or other forms of alter ego liability; (x) fraudulent conveyance, fraudulent transfer, fraudulent misrepresentation, fraudulent obligations, voidable preferences, and other avoidance actions, and recovery from transferees under Section 550 of the Bankruptcy Code; (xi) intentional wrongful acts; (xii) mismanagement; (xiii) malpractice; (xiv) claims for damages, attorneys fees, costs, and injunctive relief; and (xv) other actions arising under federal and state laws, but Causes of Action do not include any causes of action of any state attorney general or Canadian governmental or quasi-governmental authority having consumer protection responsibility on behalf of Consumers against third parties not released by holders of Class 5 Attorney General Claims under Section 8.3 of the Plan.

1.14 Claim means (as defined in section 101(5) of the Bankruptcy Code) (i) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (ii) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

1.15 Claims Reserve means the funds from the Liquidating Debtor's Assets excluding the Solicitor Trustees Settlement Proceeds (provided, however, for holders of Allowed Class 2 General Unsecured Claims the Claims Reserve shall include Solicitor Trustees Settlement Proceeds but only with respect to payments in connection with 1.15 (ii), (iii) and (iv) below) that are specifically set aside therefrom by the Liquidating Debtor on the Effective Date to make payment to (i) each holder of an Allowed Administrative Claim not paid on the Effective Date, Professional Compensation Claims and U.S. Trustee fees; (ii) each holder of a Disputed Claim that subsequently becomes an Allowed Claim; (iii) until such time as the Final Distribution is made, each holder of an Allowed Class 2 General Unsecured Claim whose check in payment of an Interim Distribution is returned to the Liquidating Debtor because of an incorrect address or otherwise is not negotiated by the payee thereof; and (iv) each holder of an Allowed Class 2 General Unsecured Claim for whom the Liquidating Debtor does not have a current address based on the fact that one or more notices mailed to the holder of such Claim, either prior to or subsequent to the Effective Date, was returned for reasons of an incomplete, old, or incorrect address, or was otherwise undeliverable.

1.16 Class means any group of Claims classified by the Plan pursuant to section 1122(a) of the Bankruptcy Code.

1.17 Class 1 Priority Non-Tax Claim means any Claim which is entitled to priority in payment as specified in sections 507(a)(1), (3), (4), (5), (6), (7), (9) or (10) of the Bankruptcy Code.

1.18 Class 2 General Unsecured Claim means (i) the Claim of any Consumer, other than a Class 3 Missouri Consumer Claim, that is (a) evidenced by a Proof of Claim filed by a Consumer with the Bankruptcy Court, (b) evidenced by a Proof of Claim filed by a state attorney general (other than the Attorney General of Missouri) or Canadian governmental or quasi-governmental authority having consumer protection responsibility on behalf of Consumers, within or without such attorney general's state or Canadian authority's province of representation, for sums allegedly due to such Consumers solely in respect of such Consumers' Cashable Vouchers and which is otherwise not evidenced by a Proof of Claim filed by a Consumer, or (c) scheduled by the Debtor in the Schedules as undisputed, non-contingent and liquidated; (ii) the Claim of any Merchant evidenced by a Proof of Claim filed with the Bankruptcy Court; and (iii) any other unsecured Claim which arose or is deemed to have arisen prior to the Petition Date and is not classified elsewhere in the Plan. Without the need to amend or supplement any Proof of Claim filed as of the date hereof, each state attorney general (other than the Attorney General of Missouri) or Canadian governmental or quasi-governmental authority having consumer protection responsibility on behalf of Consumers that has filed a Proof of Claim and is deemed to have accepted the settlement and compromise contained in Section 4.8 of the Plan, shall be deemed to have an Allowed Class 2 General Unsecured Claim on behalf of all holders of Cashable Vouchers issued to Consumers residing in their respective state or province of representation according to the Schedule except to the extent such Consumers filed their own Proofs of Claim, which Allowed Class 2 General Unsecured Claim shall be in an amount equal to the total of the amounts for such Consumers set forth on the Schedule; provided, however, that in addition to Claims on behalf of Consumers in Texas, the Texas Attorney General, if he elects by notifying the Debtor in writing prior to the Confirmation Date, shall be deemed to have such an Allowed Class 2 General Unsecured Claim on behalf of such Consumers in every other state of the United States to the extent that an attorney general for such other state has not filed a Proof of Claim and asserted such Class 2 General Unsecured Claims on behalf of Consumers in such other state. Notwithstanding the bar date set by the Bankruptcy Court for the filing of Proofs of Claim, a state attorney general or Canadian governmental or quasi-governmental authority having consumer protection responsibility on behalf of Consumers, who wishes to file or amend a previously filed Proof of Claim to (x) avail itself of the settlement and compromise in Section 4.8 of the Plan and to assert Class 2 General Unsecured Claims on behalf of Consumers residing in their state or province of representation as set forth in the preceding sentence, or (y) assert specific, liquidated Class 2 General Unsecured Claims on behalf of Consumers residing in their state or province of representation who hold Cashable Vouchers but who are not listed on the Schedule and who have not filed their own Proofs of Claim, may do so up and until the Confirmation Date and such Proof of Claim or amendment shall be deemed to have been timely filed.

1.19 Class 3 Missouri Consumer Claim means the Claim of any Consumer who has received or will receive any distribution from the Missouri Attorney General as a result of the \$1.65 million paid to the Missouri Attorney General by the Debtor on or about September 2, 2005 pursuant to a settlement of litigation commenced against the Debtor and others by the Missouri Attorney General.

1.20 Class 4 Secured Claim means a Claim secured by a Lien on property, but only to the extent of the value of such property (i) as agreed to by the holder of such Claim and the

Liquidating Debtor; (ii) as determined by a Final Order in accordance with section 506(a)(1) of the Bankruptcy Code or; (iii) in the event that such Claim is subject to setoff against the Debtor under section 553 of the Bankruptcy Code, to the extent of such setoff.

1.21 Class 5 Attorney General Claim means the Claim of any state attorney general (except the Attorney General of Missouri) or Canadian governmental or quasi-governmental authority having consumer protection responsibility for any alleged obligation of the Debtor, other than the Claims described in Section 1.18(i)(b) of the Plan, including any fine or penalty payable as a result of the Debtor's alleged violations of state or Canadian law and which is evidenced by a Proof of Claim filed by an attorney general or Canadian governmental or quasi-governmental authority having consumer protection responsibility.

1.22 Class 5 Solicitor Trustees Release means the releases granted by the holder of any Class 5 Attorney General Claim against the Solicitor Trustees (to the extent described in section 8.3 of the Plan).

1.23 Consumer means any Entity who received a Cashable Voucher from a Merchant in connection with that Merchant's participation in the Cashable Voucher Program.

1.24 Committee means the Official Committee of Unsecured Creditors of the Consumers Trust, appointed by the U.S. Trustee in the Bankruptcy Case.

1.25 Confirmation Date means the date on which the Bankruptcy Court enters the Confirmation Order.

1.26 Confirmation Hearing means the hearing to be held before the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

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

1.28 Debtor means The Consumers Trust, a trust formed under the laws of England pursuant to a trust deed dated March 25, 2002.

1.29 Disclosure Statement means the disclosure statement relating to the Plan, including, without limitation, all amendments and exhibits thereto, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

1.30 Disputed means, with respect to any Claim which has not been Allowed prior to the Effective Date:

(i) if no Proof of Claim has been filed (a) a Claim that is listed on the Schedules as disputed, contingent or unliquidated; or (b) a Claim that is listed on the Schedules as other than disputed, contingent or unliquidated, but as to which the Debtor, the Liquidating Debtor or any other party in interest has interposed an objection which has not been withdrawn or determined by a Final Order or,

(ii) if a Proof of Claim has been filed, such Proof of Claim shall have been objected to by the Debtor, the Liquidating Debtor, and/or the Committee within the deadlines established in section 7.1 of the Plan. Any Proof of Claim that shall not have been objected to within the deadlines established in section 7.1 of the Plan, or as to which the Liquidating Debtor makes an Interim Distribution prior to such deadlines, shall be deemed to be Allowed.

1.31 Effective Date means a day subsequent to the Confirmation Date, which shall be determined by the Liquidating Debtor and the Committee, on which (i) no stay of the Confirmation Order is in effect; and (ii) the conditions to the effectiveness of the Plan as specified in section 9.2 of the Plan have been satisfied or waived as permitted therein.

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

1.33 Equity Interest means the remainderman or other interest of Eurofinance, SA, the settlor of the Debtor or any other Entity that claims an entitlement as a remainderman in the Debtor.

1.34 Expense Reserve means the funds from the Liquidating Debtor's Assets, exclusive of the Solicitor Trustees Settlement Proceeds, specifically set aside in the books and records of the Liquidating Debtor on the Effective Date to satisfy the costs and expenses of implementing the Plan including, but not limited to (i) compensation of the Receivers, the Committee and the Legal Representatives and any attorneys or other professionals hired to pursue any Causes of Action or otherwise represent the Liquidating Debtor, the Committee, and/or the Legal Representatives; (ii) bank fees and printing and mailing costs for making an Interim Distribution and the Final Distribution; (iii) post-Effective Date tax obligations of the Liquidating Debtor (if any); (iv) storage costs for books and records; and (v) the costs and expenses of concluding the Canadian Proceeding and the U.K. Proceeding.

1.35 Final Distribution means a Pro Rata payment to be made to each holder of an Allowed Class 2 General Unsecured Claim from the Liquidating Debtor's Assets (after adjustment for any amounts due to holders of Class 3 Missouri Consumer Claims) as soon as reasonably practicable after (i) all Disputed Claims have become Allowed Claims or are disallowed by Final Order; (ii) all Causes of Action have been settled, dismissed, or otherwise resolved by Final Order and all payments to the Liquidating Debtor as a result thereof have been received by the Liquidating Debtor; (iii) all funds payable to the Liquidating Debtor from any other source have been received by the Liquidating Debtor; and (iv) the Bankruptcy Case is closed, and the Canadian Proceeding and the U.K. Proceeding have been concluded.

1.36 Final Order means an order or judgment of the Bankruptcy Court or any other court which has not been reversed, vacated, or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceeding for a new trial, reargument, or rehearing shall then be pending; or (ii) if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court or such other court shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied

or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired.

1.37 Interim Distribution means an Interim Distribution as provided in section 5.8 (iii) of the Plan.

1.38 Joint Prosecution Agreement means (i) an agreement to be entered into by and among state attorneys general (other than the Attorney General of Missouri) and any Canadian governmental or quasi-governmental authority having consumer protection authority, to cooperate in litigation against Potential Defendants commenced by holders of Class 5 Attorney General Claims in their respective jurisdictions and which shall contain customary terms and provisions typical of such an agreement and shall provide that the recoveries from any such litigation, after deducting therefrom such holder's costs and expenses of litigation, will be distributed by the Liquidating Debtor to holders of Class 2 General Unsecured Claims (and, if applicable, holders of Class 3 Missouri Consumer Claims); or (ii) an agreement with the Debtor or Liquidating Debtor by any state attorney general (other than the Attorney General of Missouri) or any Canadian governmental or quasi-governmental authority having consumer protection authority, and who commences one or more actions against any of the Potential Defendants, that the recoveries from any such litigation, after deducting therefrom such person's or entity's costs and expenses of litigation, will be distributed by the Liquidating Debtor to holders of Class 2 General Unsecured Claims (and, if applicable, holders of Class 3 Missouri Consumer Claims).

1.39 Legal Representative means the appointment of the Receivers and the Committee as the joint legal representatives of Liquidating Debtor to, among other things, pursue the Causes of Action pursuant to section 1123(b)(3)(B) of the Bankruptcy Code.

1.40 Lien has the meaning set forth in section 101(37) of the Bankruptcy Code.

1.41 Liquidating Debtor means the Debtor after the occurrence of the Effective Date.

1.42 Liquidating Debtor's Assets means (i) any and all legal or equitable property of the Debtor's estate pursuant to section 541 of the Bankruptcy Code on the Effective Date, including but not limited to Cash, the Solicitor Trustees Settlement Proceeds, all Causes of Action, and all books, records or documents and information relating to the Cashable Voucher Program notwithstanding where such are located or by whom they are held; and (ii) any funds payable to the Liquidating Debtor from any third party for any reason including, but not limited to, the prosecution of causes of action against the Potential Defendants by holders of Class 5 Attorney General Claims. When used in the context of an Interim Distribution, the term Liquidating Debtor's Assets shall not include amounts set aside to fund the Claims Reserve, the Litigation Reserve or the Expense Reserve.

1.43 Litigation Reserve means the funds from the Liquidating Debtor's Assets, exclusive of the Solicitor Trustees Settlement Proceeds, specifically set aside in the books and records of the Liquidating Debtor on the Effective Date to fund the prosecution of Causes of Action.

1.44 Local Rules means the local rules promulgated by the Bankruptcy Court as applicable to the Bankruptcy Case.

1.45 Merchant means any Entity that participated in the Cashable Voucher Program by issuing Cashable Vouchers to one or more Consumers.

1.46 Petition Date means December 5, 2005, the date the Bankruptcy Case was commenced.

1.47 Plan means this chapter 11 plan of liquidation, as may be amended or modified from time to time in accordance with the provisions of the Bankruptcy Code and the terms hereof.

1.48 Potential Defendants means, without limitation, (i) Aaron J. Racine; (ii) Adrian Roman; (iii) Andrew Simon Davis; (iv) Consumer Promotions, Inc.; (v) CP Promotions LTD; (vi) Davis Bonley Chartered Accountants; (vii) Dennis Bonley; (viii) Eurofinance, SA; (ix) Graham Jaynes; (x) GT Enterprises, Inc.; (xi) Hibiscus Holdings, Limited; (xii) James P. Rigsby; (xiii) James R. Hobbs; (xiv) Jeff Criswell; (xv) Justin Roman; (xvi) Monaco Sanders Gotfredson Racine & Barber, L.C.; (xvii) Nicholas Roman; (xviii) Robin M. Wertheimer; (xix) Wyrsh Hobbs & Mirakian, PC; and (xx) any officers, directors, managers, shareholders, owners, employees, agents or relatives of the foregoing entities, and any Entity, trusts, real or personal property, or accounts to which they may have transferred property. Potential Defendants do not include the Solicitor Trustees. The foregoing list is not comprehensive and may be expanded by the Receivers, the Debtor, the Liquidating Debtor, the Committee or the Legal Representatives. The failure to include an Entity as a Potential Defendant is not an indication that the estate does not have a Claim or Cause of Action against such unnamed Entity or a waiver of any such Claim or Cause of Action, all of which are expressly reserved.

1.49 Priority Tax Claim means any Claim of a governmental unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

1.50 Pro Rata means, with respect to the consideration to be paid in respect of a Class or a pool of Allowed Claims, a proportionate share equal to the ratio of the amount of an Allowed Claim in such Class or pool to the amount of all Allowed Claims in such Class or pool.

1.51 Professional Compensation Claims means the Claims of all entities whose retention and employment has been specifically approved by the Bankruptcy Court and which seek an allowance of compensation for services rendered or reimbursement of expenses incurred from the Petition Date through and including the Confirmation Date under sections 327, 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code, together with all reasonable out-of-pocket expenses of members of the Committee

1.52 Proof of Claim means a filing with the Bankruptcy Court which evidences a Claim against the Debtor.

1.53 Receivers means, collectively, David Rubin and Henry Lan, each of whom were appointed by the High Court of Justice, Chancery Division, in London in the U.K. Proceeding to be the Receivers of the Debtor pursuant to an order dated November 14, 2005.

1.54 Schedules means the schedule of assets and liabilities and the statement of financial affairs filed by the Debtor in the Bankruptcy Case under section 521 of the Bankruptcy Code and Bankruptcy Rule 1007 as may be supplemented or amended from time to time.

1.55 Solicitor Trustees means, collectively, Richard Caplan, Wesley Harrison, and the law firm of Caplans Solicitors.

1.56 Solicitor Trustees Release means the releases granted by the holder of any Allowed Class 2 General Unsecured Claim against the Solicitor Trustees (to the extent described in section 8.2 of the Plan) by either (i) leaving blank the appropriate box on the holder's Ballot casting a vote with respect to the Plan; or (ii) accepting payment of a share of an Interim Distribution comprising part of the Solicitor Trustees Settlement Proceeds by negotiating or cashing a check containing a notation and/or accompanied by a separate writing making clear that negotiating or cashing the check constitutes a granting of such releases under section 8.2 of the Plan.

1.57 Solicitor Trustees Settlement Agreement means that certain settlement agreement by and among the Debtor, the Receivers, the Committee, and the Solicitor Trustees, approved by the Bankruptcy Court on May 2, 2007, and which provides for, inter alia, payment of the Solicitor Trustees Settlement Proceeds to the Debtor.

1.58 Solicitor Trustees Settlement Proceeds means the sum of \$3,200,000 paid to the Debtor by the Solicitor Trustees pursuant to the Solicitor Trustees Settlement Agreement. When used in the context of an Interim Distribution, the term Solicitor Trustees Settlement Proceeds shall not include amounts set aside to fund the Claims Reserve.

1.59 U.K. Causes of Action means all claims, claims for relief, actions, causes of action, choses in action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, third-party claims, counterclaims, and crossclaims of the Debtor and/or the Liquidating Debtor, whether or not they shall have been asserted on or before the Effective Date and whether or not they are pending on the Effective Date or instituted by the Receivers, the Debtor, the Liquidating Debtor, the Committee, and/or the Legal Representatives on behalf of the Debtor or Liquidating Debtor after the Effective Date, against any Entity, based in law, admiralty or equity, and whether direct, indirect, derivative, or otherwise that may be brought under the laws of United Kingdom or the laws of other foreign jurisdictions, all of which are expressly reserved.

1.60 U.K. Proceeding means the proceeding of the Debtor, commenced on November 13, 2005, in the High Court of Justice, Chancery Division, in London under England's Trustee Act of 1925 and which resulted in, among other things, the appointment of the Receivers.

1.61 U.S. Trustee means the Office of the United States Trustee appointed under section 581, title 28, United States Code to serve in the Southern District of New York.

B. INTERPRETATION; APPLICATION OF DEFINITIONS AND RULES OF CONSTRUCTION

Unless otherwise specified, all section, article, or exhibit references in the Plan are to the respective section in, article of, or exhibit to, the Plan, as the same may be amended, waived or modified from time to time. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained in the Plan. A term used herein that is not defined herein shall have the meaning assigned to that term in the Bankruptcy Code. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to the construction of the Plan. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof.

ARTICLE II. FILING OF PROFESSIONAL COMPENSATION CLAIMS

2.1 Professional Compensation Claims All Entities seeking payment of Professional Compensation Claims shall file their respective final applications for allowance of compensation for services rendered and expenses incurred from the Petition Date through and including the Confirmation Date with the Bankruptcy Court no later than 20 days after the last day of the month that contains the Confirmation Date.

2.2 Payment of U.S. Trustee Fees On the Effective Date, to the extent not already paid, the U.S. Trustee will receive a Cash payment in the full amount of fees then due to the U.S. Trustee and shall be paid all fees owing to the U.S. Trustee in accordance with section 1930 of title 28, United States Code, until such time as the Bankruptcy Case is closed or dismissed.

ARTICLE III. CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS

The following table designates the Classes of Claims against the Debtor and specifies which of those Classes are impaired and entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code.

<u>Class</u>	<u>Designation</u>	<u>Impaired</u>	<u>Entitled to Vote</u>
N/A	Administrative Claims	N/A	N/A
N/A	Priority Tax Claims	N/A	N/A
N/A	Professional Compensation Claims	N/A	N/A
1	Class 1 Priority Non-Tax Claims	No	No
2	Class 2 General Unsecured Claims	Yes	Yes
3	Class 3 Missouri Consumer Claims	Yes	No

4	Class 4 Secured Claims	No	No
5	Class 5 Attorney General Claims	No	No
6	Class 6 Equity Interests	Yes	No

ARTICLE IV. TREATMENT OF CLAIMS

4.1 Administrative Claims On the Effective Date, or as soon thereafter as is reasonably practicable, the Liquidating Debtor shall pay to each holder of an Allowed Administrative Claim, Cash equal to the Allowed amount of such Claim but only to the extent such Allowed Administrative Claim has not been previously paid by the Debtor during the pendency of the Bankruptcy Case.

4.2 Priority Tax Claims On the Effective Date, or as soon thereafter as is reasonably practicable, the Liquidating Debtor will pay to each holder of an Allowed Priority Tax Claim, Cash equal to the Allowed amount of such Claim.

4.3 Professional Compensation Claims As soon as is reasonably practicable after the Bankruptcy Court enters an order approving Professional Compensation Claims, the Liquidating Debtor shall pay to each holder of an Allowed Professional Compensation Claim, Cash equal to the Allowed amount of such Claim, but only to the extent that such Allowed Professional Compensation Claim has not been previously paid by the Debtor.

4.4 Class 1 Priority Non-Tax Claims On the Effective Date, or as soon thereafter as is reasonably practicable, the Liquidating Debtor shall pay to each holder of an Allowed Class 1 Priority Non-Tax Claim, Cash equal to the Allowed amount of such Claim.

4.5 Class 2 General Unsecured Claims

(i) **Interim Distributions** As soon as reasonably practicable after the Effective Date, the Liquidating Debtor shall make an Interim Distribution to each holder of an Allowed Class 2 General Unsecured Claim. Subject to Section 5.8(iii) of the Plan, the Receivers and Committee may cause additional Interim Distributions to be made to each holder of an Allowed Class 2 General Unsecured Claim.

(ii) **Final Distribution** After (a) all Disputed Claims have either become Allowed Claims or are disallowed by Final Order, (b) all Causes of Action have been settled, dismissed or otherwise resolved by Final Order and all payments due to the Liquidating Debtor as a result thereof have been received by the Liquidating Debtor, (c) all funds payable to the Liquidating Debtor from any other source have been received by the Liquidating Debtor, and (d) the closing of the Bankruptcy Case and the conclusion of the U.K. Proceeding and the Canadian Proceeding, the Liquidating Debtor shall make the Final Distribution to all holders of Allowed Class 2 General Unsecured Claims. In the event a holder of an Allowed Class 2 General Unsecured Claim becomes a Class 3 Missouri Consumer Claim holder subsequent to an Interim Distribution or Final Distribution, such holder shall be liable to and shall return to the Liquidating Debtor any payment received from the Liquidating Debtor in excess of the amount such holder would have been entitled to had such holder been a holder of Class 3 Missouri

Consumer Claim on the Effective Date. The Bankruptcy Court shall have and retain jurisdiction with respect to the recovery of such amount by the Liquidating Debtor.

4.6 Class 3 Missouri Consumer Claims Each holder of a Class 3 Missouri Consumer Claim shall receive no distribution on account of such Class 3 Missouri Consumer Claim unless and until holders of Allowed Class 2 General Unsecured Claims have received from the Liquidating Debtor, or would receive in connection with a Final Distribution, a percentage of their Allowed Class 2 General Unsecured Claims equal to the percentage of the face amount such holder's Cashable Voucher paid by the Missouri Attorney General, at which point such holder of an Allowed Class 3 Missouri Consumer Claim shall be paid by the Liquidating Debtor an amount such that the payments received from the Liquidating Debtor by such holder of an Allowed Class 3 Missouri Consumer Claim, combined with the payments such holder received from the Missouri Attorney General are equal, as a percentage of such holder's Allowed Class 3 Missouri Consumer Claim, to the same percentage paid by the Liquidating Debtor in respect of Allowed Class 2 General Unsecured Claims. As further consideration to each holder of a Class 3 Missouri Consumer Claim, the Debtor, the Liquidating Debtor, the Receivers, the Committee and the Legal Representatives shall release such holder from all claims of the Debtor and/or the Liquidating Debtor to avoid payments received by such holder from the Missouri Attorney General and recover such payments for the benefit of the Liquidating Debtor. In the event that a holder of a Class 3 Missouri Consumer Claim accepts a distribution from the Solicitor Trustees Settlement Proceeds, then those claimants shall be deemed to have granted the releases to the Solicitor Trustees to the extent described in section 8.2 of the Plan.

4.7 Class 4 Secured Claims On the Effective Date, each Allowed Class 4 Secured Claim shall be, at the sole option of the Liquidating Debtor: (i) reinstated; (ii) paid in full in Cash on the Effective Date of the Plan; (iii) satisfied by the surrender of the collateral securing such Allowed Claim; or (iv) otherwise rendered unimpaired in accordance with section 1124 of the Bankruptcy Code.

4.8 Class 5 Attorney General Claims Each Class 5 Attorney General Claim shall be settled and compromised and (i) deemed Allowed in an amount equal to the Class 5 Attorney General Claim asserted by such holder which Claim, to the extent not liquidated as of the Effective Date, may be liquidated by the filing of an amended Proof of Claim by such holder no later than 30 days after the Effective Date, provided that the amount of such Claim may not exceed the full face amount of all Cashable Vouchers issued in such holder's state or province of representation as identified in the Schedules; (ii) deemed unimpaired by the Plan; and (iii) subordinated in payment to the payment of all Allowed Class 1 Priority Non-Tax Claims, Allowed Class 2 General Unsecured Claims, Allowed Class 3 Missouri Consumer Claims, and Allowed Class 4 Secured Claims. Additionally, each holder of a Class 5 Attorney General Claim shall be deemed to have accepted the settlement and compromise and to have granted the Class 5 Solicitor Trustees Release by either not objecting to confirmation of the Plan as it pertains to the treatment of Class 2 and Class 5, or negotiating the check described in the final sentence of this section 4.8. In exchange for such treatment, the Debtor and Liquidating Debtor shall, (a) without admitting any fault or wrongdoing, cease and desist from engaging in business operations within such holder's state or Canadian province of representation except as required to seek confirmation of, and carry out the provisions of, the Plan; and (b) pay to each holder of a Class 5 Attorney General Claim who agrees to the settlement and compromise herein and enters into the

Joint Prosecution Agreement, the sum of \$5,000 in cash which sum shall be used by the holder of such Class 5 Attorney General to defray the costs and expenses of effectuating service of process under the Hague Convention on the Service of Judicial and Extra-Judicial Documents in Civil and Commercial Matters (the “Hague Convention”) in connection with actions commenced by such holder against any one or more of the Potential Defendants upon whom service of process must be achieved through the Hague Convention. Notwithstanding anything to the contrary in this Plan, any holder of a Class 5 Attorney General Claim that has granted the Class 5 Solicitor Trustees Release shall not grant or be deemed to have granted the releases provided in section 8.2 of the Plan notwithstanding that such holder also holds an Allowed Class 2 General Unsecured Claim and receives a payment in respect of such Claim.

4.9 Class 6 Equity Interests On the Effective Date, the existing equity or remainderman interests in the Debtor will be canceled and the holder(s) of Class 6 Equity Interests will not receive or retain any property under the Plan on account of their interests in the Debtor.

4.10 Reservation of Cramdown Rights The Debtor and the Committee expressly reserve all rights to seek confirmation of the Plan, pursuant to section 1129(b) of the Bankruptcy Code, over the objection of any dissenting Class of Claims, including the deemed rejection of the Plan by Class 3 Missouri Consumer Claims and Class 6 Equity Interests.

ARTICLE V. IMPLEMENTATION OF THE PLAN

5.1 Vesting of the Debtor’s Assets in the Liquidating Debtor On the Effective Date, each and every asset of the Debtor including, but not limited to, Cash, Causes of Action, and books and records of the Cashable Voucher Program shall vest in the Liquidating Debtor and become part of the Liquidating Debtor’s Assets. As of the Effective Date, the Debtor, the Liquidating Debtor, the Receivers, the Legal Representatives, and any other party in interest shall be authorized to execute any documents as may be desirable or necessary to cause such assets to vest in the Liquidating Debtor and become part of the Liquidating Debtor’s Assets.

5.2 Continuation of Committee Subsequent to the Effective Date, the Committee shall continue in existence and shall have all of the powers, duties and functions provided to it by the Plan, the Bankruptcy Code, Bankruptcy Rules, Local Rules and Final Orders of the Bankruptcy Court. The Committee shall continue to operate the Committee website until the Bankruptcy Case is closed. The Committee shall be represented by Fulbright & Jaworski L.L.P. or such other counsel as the Committee may retain.

5.3 Appointment of Legal Representatives Pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, from and after to the Effective Date, the Receivers and the Committee shall be appointed and jointly act as the Legal Representatives of the Liquidating Debtor and are vested with the power and authority to implement the Plan. In the event that the Committee and the Receivers are unable to agree on a course of action with respect to the Plan, its implementation, or any matter relating to the Causes of Action, such dispute shall be resolved by the Bankruptcy Court, in camera and under seal, on motion of the Committee or the Receivers made on reasonable notice solely to the non-moving party(ies).

5.4 Prosecution of Causes of Action (a) From and after the Effective Date, the Legal Representatives shall have the exclusive power, authority and standing jointly to commence, prosecute and resolve all Causes of Action against the Potential Defendants and any other Entities on behalf of, and in the name of, the Debtor and/or the Liquidating Debtor in the United States, United Kingdom, Canada and in such other foreign jurisdictions as they may deem necessary. After the Effective Date, the Legal Representatives shall jointly commence, prosecute and resolve all Causes of Action against the Potential Defendants and such other Entities as they may deem appropriate on behalf of, and in the name of, the Debtor and/or the Liquidating Debtor in the United States, United Kingdom, Canada and in such other foreign jurisdictions as necessary. Nothing in this section 5.4 shall impair the ability of any state attorney general or Canadian governmental or quasi-governmental authority having consumer protection responsibility on behalf of Consumers, and who enters into a Joint Prosecution Agreement, to bring causes of action against third parties not expressly released pursuant to this Plan.

If, for any reason, any one of the Legal Representatives lacks standing to or cannot jointly participate in the commencement or prosecution of any Cause of Action because the applicable law of a jurisdiction denies such standing or prevents such participation, then the other Legal Representative shall act alone in commencing and prosecuting such Cause of Action but shall not commence, prosecute or resolve such Cause of Action without the consent of the Legal Representative so prevented from acting.

For the sake of clarity, the Receivers and the Committee, as the joint Legal Representatives, may not commence, prosecute, resolve, settle, abandon or release any Cause of Action or Claim against a third party unless there is a unanimous agreement between them and, any disputes between the Receivers and the Committee regarding whether to commence, prosecute, resolve, settle, abandon or release any Cause of Action or Claim shall be resolved by the Bankruptcy Court, in camera and under seal, on motion of either party on reasonable notice solely to the non-moving party.

(b) After the Effective Date, the prosecution of all Causes of Action by the Legal Representatives against the Potential Defendants and any other Entities shall be conducted solely through the use of the Litigation Reserve. Thereafter, the monies set aside to fund the Litigation Reserve shall be subject to periodic adjustment (upwards or downwards) by mutual agreement of the Debtor and the Committee.

(c) Notwithstanding anything to the contrary in the Plan, the Legal Representatives shall have the authority to compromise and settle all Causes of Action without further order of the Bankruptcy Court, except that all attorneys general and Canadian governmental or quasi-governmental authority having consumer protection responsibility on behalf of Consumers who have filed a Proof of Claim in the Bankruptcy Case shall be provided with written notice of such compromise or settlement and shall have twenty (20) days from delivery of such notice to object in writing to such compromise or settlement by sending notice of such objection to the attorneys for the Receivers and attorneys for the Committee. Any disputes between the Receivers and the Committee regarding the appropriateness of a compromise or settlement of a Cause of Action, shall be resolved by the Bankruptcy Court, in camera and under seal, on motion of either party and on reasonable notice solely to the non-moving party. Any objection by an attorney general

or Canadian governmental or quasi-governmental authority having consumer protection responsibility on behalf of Consumers that cannot be consensually resolved, shall be resolved by the Bankruptcy Court upon motion of the Legal Representatives for Bankruptcy Court approval of such settlement and compromise on notice to such objecting parties.

5.5 Recovery of Property Any Cash or other property received from Entities from the prosecution, settlement, or other resolution of the Causes of Action, whether received before or after the Effective Date, shall constitute Liquidating Debtor's Assets for purposes of distributions under the Plan and shall be deposited with or transferred to the Liquidating Debtor.

5.6 Claims Reserve On the Effective Date, or as soon thereafter as is reasonably practicable, the Receivers shall establish and segregate the Claims Reserve from the Liquidating Debtor's Assets.

5.7 Expense Reserve and Litigation Reserve On the Effective Date, or as soon thereafter as is reasonably practicable, the Receivers shall establish and segregate the Expense Reserve and the Litigation Reserve in such amounts as are jointly determined by the Receivers and the Committee from the Liquidating Debtor's Assets.

5.8 Payment of Claims The Liquidating Debtor shall make payments in respect of Allowed Claims as follows:

(i) **Payment of Administrative Claims, Priority Tax Claims, Class 1 Priority Non-Tax Claims and Class 4 Secured Claims** On the Effective Date, or as soon thereafter as is reasonably practicable, the Liquidating Debtor shall pay to each holder of an Allowed Administrative Claim, Allowed Priority Tax Claim and each holder of an Allowed Class 1 Priority Non-Tax Claim, Cash equal to the Allowed amount of such Claim from the Liquidating Debtor's Assets excluding the Solicitor Trustees Settlement Proceeds. On the Effective Date, each Allowed Class 4 Secured Claim shall be, at the sole option of the Liquidating Debtor: (a) reinstated; (b) paid in full in Cash; (c) satisfied by the surrender of the collateral securing such Allowed Claim; or (d) otherwise rendered unimpaired in accordance with section 1124 of the Bankruptcy Code.

(ii) **Payment of Professional Compensation Claims** As soon as is reasonably practicable after the Bankruptcy Court enters an order approving Professional Compensation Claims, the Liquidating Debtor shall pay to each holder of an Allowed Professional Compensation Claim, Cash equal to the Allowed amount of such Claim, but only to the extent that such Allowed Professional Compensation Claim has not been previously paid by the Debtor from the Liquidating Debtor's Assets excluding the Solicitor Trustees Settlement Proceeds.

(iii) **Interim Distribution** As soon as reasonably practicable after the Effective Date, the Liquidating Debtor shall make one or more Interim Distributions to holders of Allowed Class 2 General Unsecured Claims as follows:

- For all holders of Allowed Class 2 General Unsecured Claims who agreed to the Solicitor Trustees Release by leaving blank the appropriate box on

their Ballot cast to vote on the Plan, an Interim Distribution shall consist of (a) a Pro Rata share of the Liquidating Debtor's Assets (exclusive of the Solicitor Trustees Settlement Proceeds); and (b) a Pro Rata share of the Solicitor Trustees Settlement Proceeds.

- For all holders of Allowed Class 2 General Unsecured Claims who did not agree to grant the Solicitor Trustees Release by checking the appropriate box on their Ballot cast to vote on the Plan, an Interim Distribution shall consist only of a Pro Rata share of the Liquidating Debtor's Assets exclusive of the Solicitor Trustees Settlement Proceeds.
- For all holders of Allowed Class 2 General Unsecured Claims who do not cast a Ballot to vote on the Plan, an Interim Distribution shall consist of (a) a Pro Rata share of the Liquidating Debtor's Assets (exclusive of the Solicitor Trustees Settlement Proceeds); and (b) a Pro Rata share of the Solicitor Trustees Settlement Proceeds provided, however, that payment of an Interim Distribution to such Entities shall be made by check which contains conspicuous language and/or is accompanied by a separate writing, making clear that, by negotiating or cashing such check, the Claim holder shall be deemed to have granted the Solicitor Trustees Release in accordance with the provisions of section 8.2 of the Plan. Such holders of Allowed Class 2 General Unsecured Claims who elect to refuse to grant the Solicitor Trustees Release by negotiating or cashing their check may return their check to the Liquidating Debtor at the address shown in section 12.11 of the Plan and be re-issued a check representing a Pro Rata share of the Liquidating Debtor's Assets exclusive of the Solicitor Trustees Settlement Proceeds.
- Notwithstanding anything to the contrary in the Plan, no Interim Distribution shall be made to the holder of any Class 2 General Unsecured Claim for whom the Liquidating Debtor does not have a current address based on the fact that one or more notices mailed to the holder of such Claim, either prior to or subsequent to the Effective Date, was returned for reasons of an incomplete, old, or incorrect address, or was otherwise undeliverable. Payments representing such Interim Distribution shall be deposited into the Claims Reserve. An Interim Distribution shall be made to such Entities within 60 days of the Liquidating Debtor's receipt of a written notice from such Entities at the address shown in section 12.11 of the Plan advising of the then-current address and the granting (or not granting) of the Solicitor Trustees Release.

Notwithstanding any other provision of the Plan, the Liquidating Debtor may, based on the joint decision of the Legal Representatives in their discretion, make additional Interim Distributions to holders of Allowed Class 2 General Unsecured Claims should circumstances warrant the making of such additional Interim Distributions based upon considerations such as, but not limited to; (a) success in the prosecution of the Causes of Action; (b) the receipt of

additional funds into the Liquidating Debtor Assets from any other source, including the prosecution of actions by holders of Class 5 Attorney General Claims against the Potential Defendants; (c) the estimated time remaining before the Final Distribution can be made; and (d) the cost and expense of making such additional Interim Distributions.

(iv) **Returned Checks from Initial Distribution** The Liquidating Debtor shall keep a record of all checks made in an Interim Distribution to holders of Class 2 General Unsecured Claims that are returned because of an incorrect address or are otherwise not negotiated by the payee thereof within ninety days. Such checks shall be stopped and the funds thereof transferred to the Claims Reserve until such time as the payee thereof (a) contacts the Liquidating Debtor at the address shown in section 12.11 of the Plan in writing and requests a re-issuance of a check for an Interim Distribution received prior to the date that is 60 days before the date of the Final Distribution; and (b), in the case of Solicitor Trustees Settlement Proceeds, agrees in writing to grant (or not grant) the Solicitor Trustees Release. The Liquidating Debtor shall have sixty (60) days after the receipt of such writing to issue a replacement check in the amount of that claimholder's share of an Interim Distribution.

(v) **Reallocation of Solicitor Trustees Settlement Proceeds** All payments of portions of the Solicitor Trustees Settlement Proceeds that are deposited in the Claims Reserve prior to the making of the Final Distribution, to the extent not used to pay the Claimant on whose behalf the amount was reserved, shall be reallocated to other holders of Class 2 General Unsecured Claims who have granted the Solicitor Trustees Release in connection with the making of the Final Distribution.

(vi) **Final Distribution** After (a) all Disputed Claims have either become Allowed Claims or are disallowed by Final Order; (b) all Causes of Action have been settled, dismissed or otherwise resolved by Final Order and all payments due to the Liquidating Debtor as a result thereof have been received by the Liquidating Debtor; (c) all funds payable to the Liquidating Debtor from any other source have been received by the Liquidating Debtor; and (d) the Bankruptcy Case is closed, and the Canadian Proceeding and the U.K. Proceeding have been concluded, the Liquidating Debtor shall make the Final Distribution to all holders of Allowed Class 2 General Unsecured Claims (and, to the extent applicable, holder of Class 3 Missouri Consumer Claims), but only for whom the Liquidating Debtor has a correct address based upon (x) that claimant's acceptance of their share of an Interim Distribution; (y) any written notices regarding changes of address received by the Liquidating Debtor prior to the making of the Final Distribution, or (z) the Debtor's books and records. No payment with respect to the Final Distribution shall be made to the holder of any Class 2 General Unsecured Claim whose Interim Distribution was not accepted or was returned for incorrect address, and who did not subsequently demand payment from the Liquidating Debtor prior to the making of the Final Distribution at the address shown in section 12.11 of the Plan. Additionally, no payment with respect to the Final Distribution shall be made to the holder of any Class 2 General Unsecured Claim (and, to the extent applicable, any holder of a Class 3 Missouri Consumer Claim) for whom the Liquidating Debtor does not have a current address based on the fact that one or more notices mailed to the holder of such Claim, either prior to or subsequent to the Effective Date, was returned for reasons of an incomplete, old, or incorrect address, or was otherwise undeliverable and who did not, prior to the making of the Final Distribution, demand payment in accordance with the provisions of section 5.8 (iv) of the Plan.

(vii) **Returned Check from Final Distribution and Funds Held in Claims Reserve** All distributions with respect to the Final Distribution that are returned to the Liquidating Debtor as being undeliverable or are otherwise not negotiated by the payee thereof within ninety days, shall be cancelled and the funds thereof, together with all funds deposited into the Claims Reserve in connection with an Initial Distribution or otherwise and not subsequently provided to the intended recipient thereof, shall be turned over to the state or Canadian provincial unclaimed property fund for the state or Canadian province of the intended recipient's last known address, by the Liquidating Debtor, along with the requisite information to enable the state or Canadian authorities to validate future claims by such intended recipients, and the original intended recipient thereof shall be deemed to have forever waived any right to receive their Interim Distributions or Final Distribution except from the state or Canadian provincial unclaimed property fund, and shall forever have waived any Claim against the Debtor, the Liquidating Debtor or their property, and the Solicitor Trustees.

5.9 Closing of the Bankruptcy Case, Concluding the Canadian Proceeding and the U.K. Proceeding When (i) all Disputed Claims have become Allowed Claims or have been disallowed by Final Order; and (ii) all of the Liquidating Debtor's Assets have been liquidated and the Liquidating Debtor is otherwise prepared to make the Final Distribution, the Receivers shall seek authority from the Bankruptcy Court to close the Bankruptcy Case in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules, and shall take such other steps as may be needed to conclude the Canadian Proceeding and the U.K. Proceeding.

5.10 Distributions of Cash All payments by the Liquidating Debtor will be made by check or wire transfer, in each case, in the sole discretion of the Liquidating Debtor, except with respect to holders of Allowed Class 2 General Unsecured Claims whose distributions shall be made by check.

5.11 Delivery of Distributions Subject to Bankruptcy Rule 9010, all distributions to any holder of an Allowed Claim shall be made at the address of such holder as set forth on the Schedules unless the Debtor or the Liquidating Debtor, as the case may be, have been notified in writing at the address stated in section 12.11 of the Plan of a change of address, including, without limitation, by the filing of a Proof of Claim by such holder that contains an address for such holder different from the address reflected on the Schedules.

5.12 Tax Payments The Liquidating Debtor shall be responsible for payments, out of the Liquidating Debtor's Assets, of any taxes imposed on the Debtor or the Liquidating Debtor.

5.13 Setoffs The Liquidating Debtor may, but shall not be required to, setoff against any Claim or Proof of Claim (for purposes of determining the Allowed amount of such Claim on which distributions shall be made), any claims of any nature whatsoever that the Debtor may have against the holder of such Claim, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor or the Liquidating Debtor of any such claim the Debtor or Liquidating Debtor may have against the holder of such Claim.

5.14 Transactions on Business Days If the Effective Date or any other date on which a transaction may occur under the Plan shall occur on a day that is a Saturday, Sunday, or any other day on which banking institutions in New York, New York or London, England are

authorized or required to close by law or executive order, the transactions contemplated by the Plan to occur on such day shall instead occur on the next succeeding business day but shall be deemed to have been completed as of the required date.

5.15 Closing of the Bankruptcy Case by Charitable Gift If at any time after payment of Administrative Claims, Professional Compensation Claims, Priority Tax Claims and Class 1 Priority Non-Tax Claims, the Receivers and the Committee jointly determine that the expense of administering the Plan is likely to exceed the Liquidating Debtor's Assets (inclusive of the Expense Reserve, the Litigation Reserve and the Claim Reserve), the Receivers shall apply to the Bankruptcy Court for authority to (i) reserve any amounts necessary to close the Bankruptcy Case, and conclude the Canadian Proceeding and the U.K. Proceeding; (ii) donate any balance to a charitable organization selected by the Receivers and the Committee, dedicated toward consumer protection causes, and which is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code; (iii) close the Bankruptcy Case in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules; and (iv) conclude the Canadian Proceeding and the U.K. Proceeding. Notice of such application shall be posted on the website maintained by the Committee for the purpose of providing information to holders of Claims.

ARTICLE VI. GOVERNANCE OF THE LIQUIDATING DEBTOR

6.1 The Plan The Liquidating Debtor shall be jointly governed by the Legal Representatives in accordance with the terms of the Plan. The Receivers shall have the power, among other powers, to open and operate bank deposit accounts in the name of the Liquidating Debtor, to deposit and distribute money from such bank accounts, and to make payments from the Liquidating Debtor's property which are considered necessary and incidental to the performance of their functions. The Receivers, the Liquidating Debtor, the Committee and Legal Representatives shall have the power, among other powers, to engage lawyers and accountants and other professional advisers as appears to them to be appropriate, to continue investigations of the Debtor, the Potential Defendants and other Entities in accordance with Bankruptcy Rule 2004, to execute any power of attorney, deed, or other instrument in the course of the exercise of their powers, to insure any part of the Liquidating Debtor's property against risk of loss or damage, and to do all other things incidental to the exercise of the foregoing powers; provided, however, that the Legal Representatives must jointly agree on counsel to prosecute any Causes of Action and if they cannot agree, such dispute shall be resolved by the Bankruptcy Court. The Receivers, the Liquidating Debtor, the Committee, and Legal Representatives, jointly and severally, shall have the right to apply to the Bankruptcy Court for orders for discovery under Bankruptcy Rule 2004.

6.2 Receivers The Receivers shall continue to be bound by the November 14, 2005 Order of the High Court of Justice, Chancery Division appointing them, and shall continue to act on behalf of the Liquidating Debtor as fiduciaries of Liquidating Debtor as if the Debtor were a debtor in possession and shall be bound by the duties and functions imposed upon a debtor in possession under the Bankruptcy Code. The Receivers shall provide such financial and other information to the Committee, as and when reasonably requested by the Committee.

6.3 Compensation of the Receivers The Receivers shall be entitled to reasonable hourly compensation at rates commensurate that of similar professionals in London, England.

6.4 Compensation of Committee Members of the Committee shall serve without compensation, however, members of the Committee shall be entitled to be reimbursed for their reasonable out-of-pocket expenses.

6.5 Dissolution The Committee shall be dissolved at such time as the Bankruptcy Case is closed or when less than three creditors are willing to serve on the Committee.

6.6 Retention of Professionals The Receivers, the Liquidating Debtor, the Committee and the Legal Representatives may, without Bankruptcy Court approval, retain and reasonably compensate separate counsel and other service providers to assist in administration of Liquidating Debtor and the Liquidating Debtor's Assets. Separate counsel and other service providers so retained shall submit reasonably detailed monthly invoices to the Receivers, the Liquidating Debtor and the Committee at the addresses stated in section 12.11 of the Plan and shall be paid, by the Liquidating Debtor, the full amount of such invoices no later than 20 days after the Liquidating Debtor's receipt thereof. Any of the Receivers, the Liquidating Debtor and the Committee may object to all or a portion of such compensation by serving written notice upon the professional seeking compensation and the other parties identified in section 12.11 and which written notice shall identify the specific amounts objected to and the reason for such objection. Any such objection that cannot be resolved by mutual agreement shall be submitted to the Bankruptcy Court for resolution upon motion. Nothing in this section 6.6 shall prohibit the Liquidating Debtor from paying that portion of a monthly invoice to which no party has objected.

6.7 Budget Requirement The Receivers and their professionals shall provide the Committee with 90-day budgets for all anticipated fees and costs to be incurred subsequent to the Effective Date. The Committee's professionals shall provide the Receivers with 90-day budgets for all anticipated fees and costs to be incurred subsequent to the Effective Date.

6.8 Indemnification The Receivers, the Committee, the Liquidating Debtor, the Legal Representatives and their respective agents and professionals shall not be liable for actions taken or omitted in their capacity as Receivers, Committee members, or Legal Representative or agent or professional for such parties except those acts or omissions arising out of their own willful misconduct, gross negligence, bad faith, self-dealing, breach of fiduciary duty, or ultra vires acts, and each shall be entitled to indemnification and reimbursement for fees and expenses in defending any and all of its actions or omissions except for any actions or omissions involving willful misconduct, gross negligence, bad faith, self-dealing, breach of fiduciary duty, or ultra vires acts. The Receivers, the Committee, and Legal Representatives shall be entitled to rely, in good faith, on the advice of their retained professionals.

6.9 Books and Records The Liquidating Debtor shall have the responsibility of storing and maintaining all books and records of the Cashable Voucher Program in the Debtor's and Committee's possession until the Bankruptcy Case is closed after which time such books and records may be abandoned or destroyed without further Bankruptcy Court order except that the Liquidating Debtor may retain and continue to store the Debtor's books and records for such longer time as may be needed to conclude the Canadian Proceeding and the U.K. Proceeding and to otherwise comply with applicable Canadian and U.K. law. Within thirty (30) days of confirmation of the Plan, any third party in possession of the Debtor's books and records shall

turnover such documents to the Liquidating Debtor.

6.10 Investments, Bonding The Receivers shall invest Cash comprising Liquidating Debtor's Assets (including any earnings thereon or proceeds therefrom) as permitted by section 345 of the Bankruptcy Code and in accordance with guidelines of the Office of the United States Trustee, except funds may be used to open a Canadian bank account for purposes of making distributions to holders of Allowed Claims in Canada. The Receivers shall, until the closing of the Bankruptcy Case, maintain the fidelity bond posted by them and Royal & Sun Alliance Insurance Plc on November 15, 2005 and shall not terminate or otherwise cancel such bond without providing at least fifteen days notice to counsel for the Committee and the Office of the U.S. Trustee. In the event cash comprising Liquidating Debtor's Assets should, at any time, exceed the amount of such bond, the Receivers shall increase the amount of such bond (or obtain additional bond(s) from Royal & Sun Alliance Insurance Plc or such other bonding company as is acceptable to counsel for the Committee and the Office of the U.S. Trustee) as required to account for such excess.

6.11 Plan Disputes Any dispute between the Receivers and the Committee, as the Legal Representatives, relating to the implementation of the Plan and the prosecution, abandonment, settlement or other resolution of the Causes of Action, shall be resolved by the Bankruptcy Court, in camera and under seal, on motion of either the Receivers or the Committee on reasonable notice to the non-moving party.

ARTICLE VII. PROCEDURES FOR DISPUTED CLAIMS

7.1 Objections to Claims After the Effective Date, the Liquidating Debtor, the Committee, and the Legal Representatives shall have the exclusive power and authority to prosecute and resolve objections to Claims. No later than 60 days after the Effective Date, the Liquidating Debtor shall file all objections to Claims, except that the Liquidating Debtor, the Committee, and the Legal Representatives may object to Proofs of Claim filed after the Effective Date no later than 45 days after the filing of such Proof of Claim. The Court may extend such objection periods for cause shown upon motion of the Liquidating Debtor.

7.2 No Distribution Pending Allowance Notwithstanding any other provision hereof, if any portion of a Claim is a Disputed Claim, no payment or distribution provided hereunder shall be made to the holder on account of such Disputed Claim unless and until such Disputed Claim becomes an Allowed Claim in whole or in part.

7.3 Distributions Upon Disputed Claims that Become Allowed Claims Distributions to holders of Disputed Claims that subsequently become Allowed Claims will, to the extent not paid in an Interim Distribution, be paid by the Liquidating Debtor no later than sixty (60) days after the Disputed Claim becomes an Allowed Claim.

7.4 Estimation The Liquidating Debtor and the Legal Representatives may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtor, the Liquidating Debtor or Legal Representatives previously objected to such Claim, and the Bankruptcy Court shall 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. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Liquidating Debtor and the Legal Representatives 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 exclusive of one another. On and after the Effective Date, Claims that have been estimated may be compromised, settled, withdrawn, or otherwise resolved subsequently, without further order of the Bankruptcy Court.

7.5 Resolution of Objections to Claims Notwithstanding anything to the contrary in the Plan, the Legal Representatives shall have the authority to compromise and settle all Objections to Claims without further order of the Bankruptcy Court. Any disputes between the Receivers and the Committee regarding the appropriateness of a compromise or settlement of an objection to a Claim shall be resolved by the Bankruptcy Court, in camera and under seal, on motion of either party on reasonable notice solely to the non-moving party.

ARTICLE VIII. RELEASE OF CLAIMS IN CONNECTION WITH THE SOLICITOR TRUSTEES SETTLEMENT AND INJUNCTION

8.1 Releases of the Solicitor Trustees by the Debtor: As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtor will be deemed to release forever, waive, and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, and liabilities (other than the rights of the Debtor to enforce the Plan and other agreements or documents delivered in connection with the Solicitor Trustees Settlement Agreement, and liabilities arising after the Effective Date in the ordinary course of business) whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, derivative or direct, 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 occurrences taking place on or prior to the Effective Date in any way relating to the Debtor or the Liquidating Debtor, including pursuant to principles of piercing the corporate veil, alter ego, domination, constructive trust and similar principles of state or federal creditors' rights laws, in any such case (collectively, the "Released Claims"), against each of the Solicitor Trustees, including each of their officers, directors, employees, agents, shareholders, attorneys, financial advisors, predecessors, successors, parents, subsidiaries, affiliates and assignees (collectively, the "Released Parties"). For the avoidance of doubt, the Released Claims will include, without limitation, any claim for breaches of trust or breaches of contract of any nature or kind relating in any manner to: the Debtor, any affiliate of the Debtor, the Cashable Voucher Program and the Solicitor Trustees, and any obligations that may have been assumed by the Debtor in connection with other programs or consumer rebate promotions.

8.2 Releases of Solicitor Trustees by Holders of Class 2 General Unsecured Claims On the Effective Date, each holder of a Class 2 General Unsecured Claim (whether allowed or disallowed) against the Debtor (or in the case of Allowed Class 2 General

Unsecured Claims held on behalf of Consumers by attorneys general or Canadian authorities as described in section 1.18 of the Plan, each such Consumer) that accepts a distribution from the Solicitor Trustees Settlement Proceeds in consideration of the obligations of the Debtor under the Plan by accepting payment of a share of an Interim Distribution comprised in whole or in part of the Solicitor Trustees Settlement Proceeds by negotiating or cashing a check containing a notation and/or accompanied by a separate writing making clear that negotiating or cashing the check constitutes a granting of the release under this section 8.2, will be deemed to forever release, waive, and discharge all claims, demands, debts, rights, causes of action or liabilities (other than the right to enforce the Released Parties' obligations under the Plan, the Confirmation Order and the contracts, instruments, releases, agreements and documents delivered under the Plan), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, derivative or direct, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise that are based in whole or in part on any act or omission, transaction, event, or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtor, the Bankruptcy Case, the Released Claims, the Plan, or the Disclosure Statement, in any such case, against the Released Parties including, but not limited to any claim for breaches of trust or breaches of contract of any nature or kind relating in any manner to: the Debtor, any affiliates of the Debtor, the Cashable Voucher Program and the Solicitor Trustees, and any obligations that may have been assumed by the Debtor in connection with other programs or consumer rebate promotions.

8.3 Releases of Solicitor Trustees by Holders of Class 5 Attorney General Claims On the Effective Date, each holder of a Class 5 Attorney General Claim will be deemed to forever release, waive, and discharge all claims, demands, debts, rights, causes of action or liabilities against the Released Parties (other than the right to enforce the Released Parties' obligations under the Plan, the Confirmation Order and the contracts, instruments, releases, agreements and documents delivered under the Plan), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, derivative or direct, foreseen or unforeseen, then existing or thereafter arising, in law, equity, or otherwise, that are based in whole or in part on any act or omission, transaction, event, or other occurrence taking place on or prior to the Effective Date in any way relating to the Cashable Voucher Program and the administration or other involvement of the Released Parties in connection with the Cashable Voucher Program.

8.4 Injunction Related to Releases The confirmation of the Plan will permanently enjoin the commencement of prosecution by any entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities released pursuant to the Plan including, but not limited to, the claims, obligations, suits, judgments, damages, debts, rights, causes of action or liabilities released pursuant to this Article VIII. For the avoidance of doubt, the Liquidating Debtor and all holders of Claims deemed to have released the Released Parties pursuant to this Article VIII will be enjoined from bringing any action to recover on any Released Claim against any of the Released Parties. Nothing in the Plan or the transactions approved thereby is intended to or will release any non-debtor of any liabilities or obligations to the United States of America or its agencies or subdivisions or against any parties who are not Released Parties. Nothing in this section 8.4

shall impair the ability of any state attorney general or Canadian governmental or quasi-governmental authority having consumer protection responsibility on behalf of Consumers, and who enters into a Joint Prosecution Agreement, to bring causes of action against third parties not expressly released pursuant to this Plan. Nothing in this section 8.4 constitutes, or is intended to constitute, a release by the United States or any of its agencies against the Released Parties. Additionally, nothing in this section 8.4 constitutes, or is intended to constitute, a release by any subdivision of the United States against the Released Parties except with respect to the releases granted by holders of Class 5 Attorney General Claims pursuant to section 8.3 hereof.

8.5 Incorporation of Terms of Solicitor Trustees Settlement Agreement All of the terms and obligations of the Solicitor Trustees Settlement Agreement shall be binding upon the Liquidating Debtor and are specifically incorporated into the Plan.

ARTICLE IX. EFFECTIVENESS OF THE PLAN

9.1 Condition Precedent to Confirmation of Plan The following is the only condition precedent to the confirmation of the Plan: The Bankruptcy Court shall have entered the Confirmation Order.

9.2 Conditions Precedent to Effective Date The following are the only conditions to the Effective Date: (i) no stay of the Confirmation Order shall then be in effect; and (ii) the Supreme Court of British Columbia shall have entered an order in the Canadian Proceeding recognizing and confirming the Confirmation Order.

ARTICLE X. EFFECT OF CONFIRMATION

10.1 Vesting of Assets As of the Effective Date, all of the property interests of the Debtor shall vest in and be transferred to the Liquidating Debtor, including, without limitation, all Causes of Action.

10.2 Release of Assets The Bankruptcy Court shall retain jurisdiction over the Debtor and its assets and properties until the Bankruptcy Case is closed and as set forth in the Plan.

10.3 Binding Effect Except as otherwise provided in section 1141(d)(3) of the Bankruptcy Code, on and after the Confirmation Date, the provisions of the Plan shall bind any holder of a Claim against the Debtor and its respective successors and assigns, whether or not the Claim is impaired under the Plan and whether or not such holder has accepted the Plan.

10.4 Term of Injunctions or Stays After the Confirmation Date, to the fullest extent permitted by law, all injunctions or stays arising under or entered during the Bankruptcy Case under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect.

10.5 Preservation of Rights of Action In accordance with section 1123(b) of the Bankruptcy Code, the Legal Representatives shall jointly and exclusively enforce any Claims, rights and Causes of Action, as the case may be, that the Debtor or the Liquidating Debtor may hold against any Entity that are not released or discharged by or pursuant to the Plan. The Legal

Representatives shall jointly pursue such transferred claims, rights and Causes of Action, as appropriate, in accordance with the best interest of the Liquidating Debtor. All Causes of Action, rights or avoidance actions, claims, rights or against any Entity arising from the same, similar or related operative facts which have been or may be brought, are preserved for the Liquidating Debtor and the Legal Representatives, as the case may be. Notwithstanding the foregoing, neither the Liquidating Debtor nor the Committee may bring a Cause of Action, or seek any relief from the Solicitor Trustees except as expressly provided pursuant to the Solicitor Trustees Settlement Agreement. Nothing in this section 10.5 shall impair the ability of any state attorney general or Canadian governmental or quasi-governmental authority having consumer protection responsibility on behalf of Consumers, and who enters into a Joint Prosecution Agreement, to bring causes of action against third parties not expressly released pursuant to this Plan.

10.6 Preservation of Attorney Client Privilege On the Effective Date, in connection with the possession, control and retention of the Liquidating Debtor's Assets, the Receivers, the Liquidating Debtor, the Committee and the Legal Representatives shall possess, control and retain any attorney-client privilege, work-product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) retained by the Liquidating Debtor. The Receivers, the Liquidating Debtor, the Committee and the Legal Representatives are authorized and directed to take all necessary actions to effectuate the retention of such privileges.

10.7 Injunction On and after the Confirmation Date, all Entities are permanently enjoined from commencing or continuing in any manner any action or proceeding (whether directly, indirectly, derivatively, or otherwise) on account of or respecting any Claim, debt, right or Cause of Action against the Debtor, or against a third party for which the Liquidating Debtor retains sole and exclusive authority to pursue in accordance with the Plan. Nothing in this section 10.7 shall impair the ability of any state attorney general or Canadian governmental or quasi-governmental authority having consumer protection responsibility on behalf of Consumers, and who enters into a Joint Prosecution Agreement, to bring causes of action against third parties not expressly released pursuant to this Plan.

10.8 Injunction Against Interference with Plan Upon the entry of the Confirmation Order, all holders of Claims and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan. Nothing in this paragraph shall be deemed to prevent the filing of applications to obtain Bankruptcy Court approval of Professional Compensation Claims.

ARTICLE XI. RETENTION OF JURISDICTION

11.1 Jurisdiction of Bankruptcy Court The Bankruptcy Court shall retain jurisdiction over all matters arising under, out of, or related to the Bankruptcy Case and the Plan pursuant to, and for the purposes of, sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

(i) To hear, adjudicate and resolve any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the Confirmation Date, including, without limitation, any Cause of Action; provided, however, that nothing herein shall prevent the Liquidating Debtor or the Legal Representatives from commencing and prosecuting any Cause of Action in another court of competent jurisdiction;

(ii) To ensure that distributions to holders of Allowed Claims are accomplished as provided herein;

(iii) To consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim;

(iv) To enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(v) To issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(vi) To hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(vii) To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Confirmation Order, any transactions or payments contemplated hereby, or any agreement, instrument, or other document governing or relating to any of the foregoing;

(viii) To take any action and issue such orders as may be necessary to construe, enforce, implement, execute, and consummate the Plan or to maintain the integrity of the Plan following consummation;

(ix) To recover all assets and property of the Debtor and the Liquidating Debtor, including Causes of Action, wherever located; provided, however, that nothing herein shall prevent the Debtor from commencing and prosecuting any Cause of Action in another court of competent jurisdiction, and nothing herein shall impair the ability of any state attorney general or Canadian governmental or quasi-governmental authority having consumer protection responsibility on behalf of Consumers, and who enters into a Joint Prosecution Agreement, to bring causes of action against third parties not expressly released pursuant to this Plan.

(x) To determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(xi) To hear and determine matters concerning taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(xii) To hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code; and

(xiii) To enter a final decree closing the Bankruptcy Case.

ARTICLE XII. MISCELLANEOUS PROVISIONS

12.1 Effectuating Documents and Further Transactions On the Effective Date, the Receivers, the Debtor, the Liquidating Debtor, the Committee, and any other party in interest shall be authorized and directed to execute, deliver, file, or record such contracts, instruments, releases, indentures, and other agreements or documents and take such actions as may be reasonably necessary or appropriate on the part of the Debtor or the Liquidating Debtor to effectuate and further evidence the terms and conditions of the Plan.

12.2 Exemption from Transfer Taxes Pursuant to section 1146(a) of the Bankruptcy Code, the delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition of assets contemplated by the Plan (including transfers of assets to and by the Liquidating Debtor) shall not be subject to any stamp, real estate transfer, mortgage recording, sales, use, or other similar tax.

12.3 Exculpation To the maximum extent permitted by the Bankruptcy Code and applicable law, neither the Debtor, the Receivers, the Committee, the Legal Representatives nor any of their respective present or former members, officers, directors, employees, advisors, professionals, or agents, shall have or incur any liability to any holder of a Claim for any act or omission in connection with, related to, or arising out of the Bankruptcy Case, including, without limitation, the settlement after the Petition Date of any Cause of Action, the formulation or negotiations regarding or concerning the Plan, the pursuit of confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan, the prosecution and administration of the Chapter 11 case, the revocation of executory contracts, and the settlement with the Solicitor Trustees, except for fraud, willful misconduct, gross negligence malpractice, criminal conduct, misuse of confidential information that caused damages, or ultra vires acts and, in all respects, the Debtor, the Receivers, the Committee, and each of their respective members, officers, directors, employees, advisors, professionals, and agents shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. Additionally, nothing in this section 12.3 shall limit the liability of the professionals of the Debtor, the Reorganized Debtor, the Committee and the Receivers to their respective clients pursuant to Disciplinary Rule 6-102 of the New York Lawyer's Code of Professional Responsibility.

12.4 Modification of Plan The Plan may be amended, modified, or supplemented by the Receivers, the Debtor, the Liquidating Debtor, or the Committee in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as the Bankruptcy Court

may otherwise direct. In addition, after the Confirmation Date, so long as such action does not materially adversely affect the treatment of holders of Claims under the Plan, or modifies in any way the terms of the Solicitor Trustees Settlement Agreement, the Debtor (and as of the Effective Date, the Liquidating Debtor) may institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in the Plan or the Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of the Plan. Prior to the Effective Date, the Debtor may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court; provided however, that such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims or modifies in any way the terms of the Solicitor Trustees Settlement Payment.

12.5 Revocation or Withdrawal of Plan The Debtor and Committee reserve their right to revoke or withdraw the Plan at any time prior to the Confirmation Date. If the Debtor and Committee take such action, the Plan shall be deemed null and void. In such event, nothing contained herein shall be deemed to constitute a waiver or release of any Claim by or against the Debtor or any other Entity or to prejudice in any manner the rights of the Debtor or any other Entity in any further proceedings involving the Debtor.

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

12.7 Severability If, prior to the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtor and Committee, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

12.8 Governing Law Except to the extent the Bankruptcy Code or other federal or foreign law is applicable, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

12.9 Successors and Assigns All the rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, the heirs, executors, administrators, successors, and/or assigns of such Entity.

Dated: New York, New York
August 15, 2007

KATTEN MUCHIN ROSENMAN LLP

Attorneys for The Consumers Trust, as
Debtor and Debtor-In-Possession

By: /s/ Jeff J. Friedman
Jeff J. Friedman (JF-7661)
Merritt A. Pardini (MP-3437)
Qubilah A. Davis (QD-2209)
575 Madison Avenue
New York, New York 10022
Telephone: (212) 940-8800
Facsimile: (212) 940-8776

Dated: New York, New York
August 15, 2007

FULBRIGHT & JAWORSKI L.L.P.

Attorneys for the Official Committee of
Unsecured Creditors of The Consumers
Trust

By: /s/ David L. Barrack
David L. Barrack (DB-5311)
Scott T. Dillon (SD-8660)
666 Fifth Avenue
New York, New York 10103
(212) 318-3000 (Telephone)