

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:  
  
JOERNS WOUNDCO HOLDINGS, INC.,  
*et al.*,  
  
Debtors.<sup>1</sup>

Chapter 11

Case No. 19-11401( )

Joint Administration Pending

**JOINT PREPACKAGED CHAPTER 11 PLAN OF  
JOERNS WOUNDCO HOLDINGS, INC. AND ITS AFFILIATED DEBTORS**

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Dated: June 21, 2019  
Wilmington, Delaware

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Joerns WoundCo Holdings, Inc. (3555); Dynamic Medical Systems, LLC (6816); Global Medical, LLC (0696); Joerns LLC (3625); Joerns Healthcare, LLC (1510); Joerns Healthcare Mexico Holdings I LLC (2869); Joerns Healthcare Mexico Holdings II LLC (2942); Joerns Healthcare Parent LLC (2727); Joerns Services LLC (3441); RecoverCare, LLC (1634); RCJH Cambridge Technologies, LLC (5541); RCJH Merger Sub I, LLC (3709); and Scott Technology, LLC (8047). The address of the Debtors' corporate headquarters is 2430 Whitehall Park Drive, Suite 100, Charlotte, NC, 28273.

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## Introduction

Joerns WoundCo Holdings, Inc. and its direct and indirect subsidiaries Dynamic Medical Systems, LLC, Global Medical, LLC, Joerns LLC, Joerns Healthcare, LLC, Joerns Healthcare Mexico Holdings I LLC, Joerns Healthcare Mexico Holdings II LLC, Joerns Healthcare Parent LLC, Joerns Services LLC, RecoverCare, LLC, RCJH Cambridge Technologies, LLC, RCJH Merger Sub I, LLC, and Scott Technology, LLC, as debtors and debtors in possession, propose this joint prepackaged plan of reorganization pursuant section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Article I.A below.

Although proposed jointly for administrative purposes, the Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. The Debtors seek to consummate the Restructuring Transactions on the Effective Date of the Plan or as soon as practicable thereafter. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article III of the Plan shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. The Plan does not contemplate substantive consolidation of any of the Debtors. Reference is made to the Disclosure Statement for a discussion of the Debtors' history, business, properties and operations, projections, risk factors, a summary and analysis of this Plan, the Restructuring Transactions, and certain related matters.

ALL HOLDERS OF CLAIMS THAT ARE ENTITLED TO VOTE ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

## ARTICLE I DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW, AND OTHER REFERENCES

### A. **Defined Terms**

1. “*Administrative Expense Claim*” means any claim for payment of an administrative expense of a kind specified in section 503(b) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(2) of the Bankruptcy Code, including the actual, necessary costs and expenses, incurred on or after the Petition Date, of preserving the Debtors' Estates and operating the Debtors' businesses, including wages, salaries, or commissions for services rendered after the Petition Date and through the Effective Date, claims under section 503(b)(9) of the Bankruptcy Code, claims of Professionals approved for payment by the Debtors' Estates to the extent allowed under Sections 330 or 503 of the Bankruptcy Code, all fees and charges assessed against the Debtors' Estates under section 1930 of chapter 123 of title 28 of the United States Code, and all Claims that are entitled to be treated as Administrative Expense Claims pursuant to a Final Order of the Bankruptcy Court (under section 546(c)(2)(A) of the Bankruptcy Code or otherwise).

2. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code.

3. “*Allowed*” means, with reference to any Claim or Interest, a Claim or Interest (a) arising on or before the Effective Date as to which (i) no objection to allowance or priority, and

no request for estimation or other challenge, including, pursuant to section 502 of the Bankruptcy Code or otherwise, has been interposed and not withdrawn within the applicable period fixed by the Plan or applicable law, or (ii) any objection or dispute has been determined in favor of the holder of the Claim or Interest by a Final Order, (b) that is compromised, settled, or otherwise resolved pursuant to the authority of the Debtors or the Reorganized Debtors, (c) as to which the liability of the Debtors or the Reorganized Debtors, as applicable, and the amount thereof is determined by a Final Order of a court of competent jurisdiction, or (d) expressly allowed hereunder; provided, that notwithstanding the foregoing, (x) unless expressly waived by the Plan, the Allowed amount of Claims or Interests shall be subject to (and shall not exceed) all limitations or maximum amounts permitted set forth in the Bankruptcy Code, including sections 502, 503 or 510 of the Bankruptcy Code, to the extent applicable, and (y) the Reorganized Debtors shall retain all claims and defenses with respect to Allowed Claims that are Reinstated or otherwise Unimpaired pursuant to the Plan.

4. “*Backstop Commitment Fee*” means, to the extent approved by the DIP Orders or any other order of the Bankruptcy Court, an aggregate fee to be paid on the Effective Date to the Backstop Parties in consideration for the Backstop Parties’ commitment to backstop New Money DIP Loans, which fee shall be equal to 5.0% of the New Common Stock, subject to dilution by the Management Incentive Plan.

5. “*Backstop Parties*” means certain Consenting First Lien Lenders or their respective designees (including, for the avoidance of doubt, any Consenting Second Lien Lender as of the “Support Date” (as defined in the Restructuring Support Agreement) that holds First Lien Claims) who backstop the New Money DIP Facility.

6. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

7. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Delaware or such other court having jurisdiction over the Chapter 11 Cases.

8. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure promulgated by the United States Supreme Court pursuant to 28 U.S.C. § 2075, as amended from time to time and as applicable to the Chapter 11 Cases, and the general, local, and chamber rules of the Bankruptcy Court.

9. “*Barings*” means, collectively, Barings LLC, together with its applicable affiliates and/or managed funds.

10. “*BSP*” means, collectively, Benefit Street Partners L.L.C, together with its applicable affiliates and/or managed funds.

11. “*Business Day*” means any day other than a Saturday, Sunday, “legal holiday” (as defined in Bankruptcy Rule 9006(a)), or day on which commercial banks in New York are required or authorized by law to remain closed.

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

13. “*Causes of Action*” means any claims, interests, damages, remedies, causes of action, demands, rights, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims or Interests; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

14. “*Certificate*” means any instrument evidencing a Claim or an Interest.

15. “*Cetus Funds*” means, collectively, (i) Cetus Capital III, L.P. (ii) Littlejohn Opportunities Master Fund L.P. (iii) OFM II, L.P. and (iv) VSS Fund, L.P., each in their capacity as both a First Lien Lender and Second Lien Lender.

16. “*Chapter 11 Cases*” means the Debtors’ procedurally consolidated and jointly-administered chapter 11 cases filed in the Bankruptcy Court on the Petition Date.

17. “*Claim*” means any “claim,” as such term is defined in section 101(5) of the Bankruptcy Code, against any of the Debtors.

18. “*Claim Register*” means the official register of Claims against and Interests in the Debtors maintained by the Solicitation Agent.

19. “*Class*” means a category of holders of Claims or Interests under section 1122(a) of the Bankruptcy Code.

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

21. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

22. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court under section 1128 of the Bankruptcy Code at which the Debtors seek entry of the Confirmation Order, as such hearing may be continued from time to time.

23. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code and approving the Disclosure Statement as



containing “adequate information” pursuant to section 1125 of the Bankruptcy Code and that is otherwise consistent with the Restructuring Support Agreement.

24. “*Consenting First Lien Lenders*” means First Lien Lenders who are parties to the Restructuring Support Agreement.

25. “*Consenting First Lien Lenders’ Professionals*” means, collectively, (i) Shearman & Sterling LLP, as counsel to the First Lien Agent, and any successor counsel (ii) King & Spalding LLP, as counsel to the First Lien Steering Committee, (iii) FTI Consulting, Inc., as financial advisor to the First Lien Steering Committee, and (iv) any other professional or consultant that may be engaged by the First Lien Agent or the First Lien Steering Committee (including any local counsel) in accordance with the terms of the Restructuring Support Agreement and such professional’s successors.

26. “*Consenting Lenders*” means, collectively, the Consenting First Lien Lenders and the Consenting Second Lien Lenders.

27. “*Consenting Lenders’ Professionals*” means, collectively, the Consenting First Lien Lenders’ Professionals and the Consenting Second Lien Lenders’ Professionals.

28. “*Consenting Second Lien Lenders*” means Second Lien Lenders who are parties to the Restructuring Support Agreement.

29. “*Consenting Second Lien Lenders’ Professionals*” means, collectively, (i) Proskauer Rose LLP, as counsel to PineBridge, (ii) M-III Partners LP, as financial advisor to PineBridge, and (iii) Wachtell Lipton Rosen & Katz, as counsel to Cetus Capital III, L.P.

30. “*Consummation*” means the occurrence of the Effective Date.

31. “*Cure*” means a Claim (unless waived or modified by the applicable counterparty) for cure of a Debtor’s defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor pursuant to section 365 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

32. “*Debtors*” means, collectively, (i) WoundCo, (ii) Joerns Healthcare Parent, LLC, (iii) Joerns Healthcare, LLC, (iv) Joerns LLC, (v) RCJH Merger Sub I, LLC, (vi) RecoverCare, LLC, (vii) RCJH Cambridge Technologies, LLC, (viii) Dynamic Medical Systems, LLC, (ix) Scott Technology, LLC, (x) Joerns Services, LLC, (xi) Global Medical, LLC (xii) Joerns Healthcare Mexico Holdings I, LLC, and (xiii) Joerns Healthcare Mexico Holdings II, LLC.

33. “*DIP Agent*” means Ankura Trust Company, LLC, in its capacities as collateral agent and administrative agent under the DIP Credit Agreement, including any successors.

34. “*DIP Claims*” means any and all Claims held by the DIP Lenders or the DIP Agent arising under or relating to the DIP Credit Agreement or the DIP Orders, and which constitute “Obligations,” under, and as defined in, the DIP Credit Agreement.

35. “*DIP Credit Agreement*” means that certain Superpriority Secured Debtor-in-Possession Credit Agreement, dated as of June [ ], 2019, by and among Joerns Healthcare Parent LLC, Joerns Healthcare, LLC (“*JHO*”), Joerns LLC, and RecoverCare, LLC, as borrowers, WoundCo, Dynamic Medical Systems, LLC, RCJH Merger Sub I, LLC, RCJH Cambridge Technologies, LLC, Global Medical, LLC, Scott Technology, LLC, Joerns Services LLC, Joerns Healthcare Mexico Holdings I LLC, and Joerns Healthcare Mexico Holdings II, LLC, as additional credit parties, the other persons from time to time party thereto that are designated as a “credit party”, JHO, as borrower representative, the DIP Lenders and the DIP Agent, as has been or may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

36. “*DIP Documents*” means the “Loan Documents” as defined in the DIP Credit Agreement.

37. “*DIP Facility*” means the debtor-in-possession senior secured financing facility, in the principal amount of \$80 million consisting of the New Money DIP Loans and the Roll-Up Loans, on the terms and conditions set forth in the DIP Credit Agreement, as approved by the DIP Orders.

38. “*DIP Lenders*” means the financial institutions or entities from time to time party to the DIP Credit Agreement as lenders.

39. “*DIP Loans*” means, collectively, the New Money DIP Loans and the Roll-Up DIP Loans.

40. “*DIP Orders*” means the Interim DIP Order and the Final DIP Order.

41. “*Disclosure Statement*” means the disclosure statement for the Plan, including any exhibits, appendices, schedules, ballots, and related documents thereto, as amended, supplemented or modified in accordance with applicable law and the Restructuring Support Agreement, and any procedures related to the solicitation of votes to accept or reject the Plan, to be approved by the Confirmation Order.

42. “*Disputed*” means, with respect to any Claim or Interest, a Claim or Interest that is not yet Allowed, including (a) any Proof of Claim that, on its face, is contingent or unliquidated; (b) any Proof of Claim or request for payment of an Administrative Expense Claim filed after the Effective Date or the deadline for filing Proofs of Claim based on the Debtors’ rejection of Executory Contracts or Unexpired Leases, as applicable, and (c) any Claim that is subject to an objection or a motion to estimate, in each case that has not been withdrawn, resolved, or ruled on by a Final Order of the Bankruptcy Court.

43. “*Distribution Agent*” means, as applicable, the Reorganized Debtors or any Entity the Reorganized Debtors select to make or to facilitate distributions in accordance with the Plan.

44. “*Distribution Date*” means, except as otherwise set forth herein, the date or dates determined by the Debtors or the Reorganized Debtors, on or after the Effective Date, upon

which the Distribution Agent shall make distributions to holders of Allowed Claims and/or Interests entitled to receive distributions under the Plan.

45. “*Distribution Record Date*” means the Confirmation Date.

46. “*Effective Date*” means the date that is the first Business Day after the Confirmation Date on which all conditions precedent to the occurrence of the Effective Date set forth in Article IX of the Plan have been satisfied or waived in accordance with Article IX of the Plan.

47. “*Entity*” means any “entity,” as such term is defined in section 101(15) of the Bankruptcy Code.

48. “*Equity Security*” has the meaning set forth in section 101(16) of the Bankruptcy Code.

49. “*Estate*” means the estate of any Debtor created under sections 301 and 541 of the Bankruptcy Code upon the commencement of the applicable Debtor’s Chapter 11 Case.

50. “*Exchange Act*” means the Securities Exchange Act of 1934, as now in effect or hereafter amended.

51. “*Exculpated Party*” means, collectively, (a) the Debtors; (b) official committees appointed in the Chapter 11 Cases (if any) and each of their respective members; (c) to the extent provided in section 1125(e) of the Bankruptcy Code, each of the Released Parties; and (d) with respect to each of the foregoing, such Entities’ predecessors, successors and assigns, subsidiaries, current and former Affiliates, managed accounts or funds, and all of their respective current and former officers, managers, directors, principals, direct and indirect equityholders, direct and indirect shareholders, direct and indirect members, direct and indirect partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, agents and other professionals, and such persons’ respective heirs, executors, estates, servants and nominees.

52. “*Executory Contract*” means a contract or lease to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

53. “*Exit Facility*” means a 5-year senior secured term loan facility in the aggregate principal amount of no less than \$80,000,000 secured by a first Lien on all assets of the Reorganized Debtors, subject to customary exceptions and exclusions, to be governed by the Exit Facility Documents, and consisting of: (a) the Exit Tranche A Facility and (b) the Exit Tranche B Facility on the terms and conditions set forth in the Exit Facility Credit Agreement.

54. “*Exit Facility Agent*” means, collectively, in their respective capacities as such, the administrative and collateral agents under each of the (i) Exit Tranche A Facility and (ii) the Exit Tranche B Facility, including any successors thereto.

55. “*Exit Facility Credit Agreement*” means the credit agreement to be entered into in connection with the Exit Facility, which shall be materially consistent with the Plan and the Restructuring Support Agreement, and otherwise acceptable to the Debtors and the Required Lenders and reasonably acceptable to the Requisite Consenting First Lien Lenders, and the Exit Facility Agent and Exit Lenders. A form of the Exit Facility Credit Agreement shall be filed with the Plan Supplement.

56. “*Exit Facility Documents*” means the Exit Facility Credit Agreement and such other financing documents to be entered into in connection with the Exit Facility (including any guarantee agreements, pledge and collateral agreements, intercreditor agreements and other security documents), which shall be materially consistent with the Plan and the Restructuring Support Agreement, and otherwise acceptable to the Debtors and the Required Lenders and reasonably acceptable to the Requisite Consenting First Lien Lenders, and the Exit Facility Agent and Exit Lenders.

57. “*Exit Fee*” means, to the extent approved by the Confirmation Order or any other order of the Bankruptcy Court, an aggregate fee to be paid on the Effective Date to the DIP Lenders equal to 2.0% of the aggregate outstanding DIP Loans, which fee shall be payable in-kind as Exit Tranche A Facility Loans.

58. “*Exit Lenders*” means, collectively, in their capacity as such, the lenders under the (i) Exit Tranche A Facility and (ii) the Exit Tranche B Facility.

59. “*Exit Tranche A Facility*” means a first-out non-amortizing term loan facility in an aggregate principal amount equal to the sum of (a) the aggregate outstanding amount of New Money DIP Loan Claims as of the Effective Date and (b) the Exit Fee.

60. “*Exit Tranche A Facility Loans*” means the loans under the Exit Tranche A Facility.

61. “*Exit Tranche B Facility*” means a last-out non-amortizing term loan facility in an aggregate principal amount equal to the aggregate outstanding amount of Roll-Up DIP Facility Claims as of the Effective Date.

62. “*Exit Tranche B Facility Loans*” means the loans under the Exit Tranche A Facility.

63. “*Final Decree*” means the decree contemplated under Bankruptcy Rule 3022 closing the Chapter 11 Cases.

64. “*Final DIP Order*” means the order to be entered by the Bankruptcy Court approving the Debtors’ entry into the DIP Facility on a final basis.

65. “*Final Order*” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to

which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari could be sought or the new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice.

66. “*First Lien Agent*” means Ankura Trust Company, LLC (as successor to Capital One, National Association), in its capacity as administrative agent for the First Lien Lenders under the First Lien Credit Agreement, including any successors.

67. “*First Lien Claims*” means all First Lien Revolver Claims, First Lien L/C Claims and First Lien Term Loan Claims.

68. “*First Lien Credit Agreement*” means that certain Second Amended and Restated Credit Agreement entered into on May 19, 2014, by and among the Debtors, the First Lien Agent and the First Lien Lenders (as has been or may be further amended, modified, restated or otherwise supplemented from time to time).

69. “*First Lien Documents*” means the First Lien Credit Agreement and all agreements and documents executed by any of the Debtors in connection with the First Lien Credit Agreement.

70. “*First Lien L/C Claims*” means Claims against any Debtor arising on account of or based upon the letters of credit made available under the First Lien Credit Agreement, including all accrued but unpaid costs, fees, and indemnities; the issued and undrawn face amount of which letters of credit under the First Lien Credit Agreement total \$3,200,000 as of the Petition Date.

71. “*First Lien Lenders*” means the “Lenders” under the First Lien Credit Agreement, as that term is defined therein.

72. “*First Lien Revolver Claims*” means Claims against any Debtor arising on account of or based upon the revolving credit facility made available under the First Lien Credit Agreement, including all accrued but unpaid interest, costs, fees, and indemnities, of which there was no amount outstanding as of the Petition Date (excluding the First Lien L/C Claims).

73. “*First Lien Steering Committee*” means the Consenting First Lien Lenders who are represented by King & Spalding LLP, as legal counsel, and FTI Consulting, Inc., as financial advisor.

74. “*First Lien Term Loan Claims*” means Claims against any Debtor arising on account of or based upon the term loan facility made available under the First Lien Credit Agreement, including all accrued but unpaid interest, costs, fees, and indemnities, which principal amount outstanding as of the Petition Date was in the aggregate amount equal to approximately \$272,012,500.

75. “*General Unsecured Claim*” means any Claim against the Debtors as of the Petition Date, other than an Administrative Expense Claim, a DIP Claim, a Priority Non-Tax Claim, a Priority Tax Claim, an Other Secured Claim, a First Lien Claim, a Second Lien Claim, or a Section 510(b) Claim.

76. “*Golub*” means, collectively, Golub Capital LLC together with its applicable affiliates and/or managed funds.

77. “*Governmental Unit*” has the meaning set forth in section 101(27) of the Bankruptcy Code.

78. “*Impaired*” is used to describe a Claim or an Interest that is not Unimpaired.

79. “*Indemnification Provisions*” means each of the Debtors’ indemnification provisions currently in place as of the Petition Date whether in the Debtors’ bylaws, certificates of incorporation, other formation documents, board resolutions, or contracts for the current and former directors, officers, managers, employees, attorneys, other professionals, and agents of the Debtors and such current and former directors’, officers’, and managers’ respective Affiliates.

80. “*Inter-Company Interests*” means all shares of stock, units, options, warrants, rights and other instruments evidencing an ownership interest in any of the Debtors (other than WoundCo) existing prior to the Effective Date (whether fixed or contingent, matured or unmatured, disputed or undisputed), including any right, contractual, legal, equitable, or otherwise, to acquire any of the foregoing, in each case only to the extent held by any of the Debtors.

81. “*Intercompany Contract*” means a contract between or among two or more Debtors or a contract between or among one or more Debtors and one or more of its Affiliates.

82. “*Intercreditor Agreement*” means that certain Intercreditor Agreement entered into on March 15, 2017, by and among the First Lien Agent and the Second Lien Agent (as has been or may be further amended, modified, restated or otherwise supplemented from time to time).

83. “*Interest*” means any common stock, limited liability company interest, Equity Security, equity, ownership, profit, interest, unit, or share in any Debtor, including all options, warrants, rights, or other securities or agreements to obtain such an interest or share in the any Debtor), whether or not arising under or in connection with any employment agreement and whether or not certificated, transferrable, preferred, common, voting, or denominated “stock” or a similar security.

84. “*Interim DIP Order*” means the order to be entered by the Bankruptcy Court approving the Debtors’ entry into the DIP Facility on an interim basis.

85. “*Lien*” means a “lien” as such term is defined in section 101(37) of the Bankruptcy Code.

86. “*Management Incentive Plan*” means a post-emergence management incentive plan, in form and substance acceptable to the Requisite Consenting First Lien Lenders and otherwise consistent with the terms of the Restructuring Support Agreement, to be adopted by the New WoundCo Board (or a subcommittee thereof), under which 7.5% of New Common Stock on a fully diluted basis shall be reserved as of the Effective Date for issuance as awards thereunder in the form of profits interests, restricted stock and/or other forms of incentive based equity.

87. “*New Common Stock*” means the shares of common stock in and to be issued by Reorganized WoundCo or a newly-formed parent of the Debtors on or after the Effective Date.

88. “*New Common Stock Documents*” means the incentive plan, award agreement, shareholders agreement, subscription agreement, joinder and/or such other documents as the New WoundCo Board (or a subcommittee thereof) may determine to be necessary or appropriate in accordance with the terms of the applicable documents.

89. “*New Money DIP Loans*” means the new money loans in the principal amount of \$40 million provided by the DIP Lenders under the New Money DIP Loan Facility.

90. “*New Money DIP Loan Claim*” means any DIP Claim held by the DIP Lenders or the DIP Agent arising under or relating to the New Money DIP Loan Facility.

91. “*New Money DIP Loan Facility*” means the new money credit facility in an aggregate principal amount of \$40 million provided by the DIP Lenders pursuant to the DIP Credit Agreement and the DIP Orders.

92. “*New Organizational Documents*” means the new bylaws, certificates of incorporation, certificates of formation, limited liability company agreements, limited partnership agreements, certificate of designation, operating agreements, certificates of limited partnership, agreements of limited partnership, or such other organizational documents of each Reorganized Debtor, each in form and substance acceptable to the Debtors and the Requisite Consenting First Lien Lenders.

93. “*New WoundCo Board*” means the initial board of directors of Reorganized WoundCo to be selected in accordance with Article IV.M of the Plan.

94. “*Old WoundCo Common Stock*” means shares of common stock of WoundCo that are authorized, issued, and outstanding prior to the Effective Date.

95. “*Other Old WoundCo Equity Interests*” means all shares of stock, units, options, warrants, rights and other instruments evidencing an ownership interest in WoundCo existing prior to the Effective Date (whether fixed or contingent, matured or unmatured, disputed or undisputed), including any right, contractual, legal, equitable, or otherwise, to acquire any of the foregoing, other than Old WoundCo Common Stock.

96. “*Other Secured Claim*” means any Secured Claim other than a DIP Claim, a First Lien Claim, or a Second Lien Claim.

97. “*Petition Date*” means the date on which the Chapter 11 Cases were commenced.

98. “*PineBridge*” means, collectively, PineBridge Structured Capital Partners III, L.P., and PineBridge Structured Capital Partners Offshore III-A, L.P.

99. “*Plan*” means this Chapter 11 plan, including the Plan Supplement and all exhibits, supplements, appendices, and schedules.

100. “*Plan Supplement*” means the documents to be filed in a supplement to the Plan no later than 7 days before the voting deadline to accept or reject the Plan or such later date as may be approved by the Bankruptcy Court on notice to parties in interest that includes the necessary documentation to effectuate the Plan, including (i) the New Organizational Documents, (ii) the New Common Stock Documents, (iii) any documents identifying the members of the New WoundCo Board, (iv) a form of the Exit Facility Credit Agreement, (v) if applicable, a description of tax structuring transaction steps, and (vi) the Schedule of Rejected Contracts and Leases, in each case in form and substance consistent with the Restructuring Support Agreement.

101. “*Plan Transaction Documents*” means all definitive documents and agreements to which the Debtors will be a party as contemplated by the Restructuring Support Agreement and the Plan, including: (a) all motions and proposed court orders that the Debtors file on or after the Petition Date and seeks to have heard on an expedited basis at the “first day hearing”; (b) the Plan and Disclosure Statement; (c) any documentation or agreements related to item (b) set forth above; (d) the Confirmation Order and pleadings in support of entry thereof; (e) the New Organizational Documents; (f) the New Common Stock Documents; (g) the Exit Facility Documents; (h) any key employee incentive plan; (i) any key employee retention plan; (j) any management incentive plan; (k) the DIP Orders and pleadings related thereto; (l) the DIP Credit Agreement; (m) any filings seeking to assume or to assume and assign any Executory Contract or Unexpired Lease; (n) any shareholders’ agreement; (o) any document filed by the Debtors to implement any of the foregoing; and (p) each other document that will comprise the Plan Supplement. The form and substance of each document comprising the Plan Transaction Documents shall be acceptable to the Debtors and the Requisite Consenting First Lien Lenders (and solely with respect to items (b), (d), (e), (n) and (p) set forth above, in form and substance reasonably acceptable to the Requisite Consenting Lenders).

102. “*Priority Non-Tax Claim*” means any Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code, other than an Administrative Expense Claim, DIP Claim, or Priority Tax Claim.

103. “*Priority Tax Claim*” means any Claim of a Governmental Unit entitled to priority pursuant to section 507(a)(8) of the Bankruptcy Code.

104. “*Pro Rata*” means, the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.



105. “*Professional*” means any Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Effective Date pursuant to sections 327, 328, 329, 330, and 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

106. “*Professional Claim*” means any Claim by a Professional for Professional Fees.

107. “*Professional Fees*” means the accrued, contingent, and/or unpaid compensation for services rendered (including hourly, transaction, and success fees), and reimbursement for expenses incurred, by Professionals, that: (a) are awardable and allowable pursuant to sections 327, 328, 329, 330, 331, 503(b) and/or 1103 of the Bankruptcy Code or otherwise rendered allowable prior to the Confirmation Date; (b) have not been denied by the Bankruptcy Court by Final Order; (c) have not been previously paid (regardless of whether a fee application has been filed for any such amount); and (d) remain outstanding after applying any retainer that has been provided to such Professional.

108. “*Professional Fee Amount*” means the aggregate amount of Professional Claims and other unpaid fees and expenses Professionals estimate they have incurred or will incur in rendering services to the Debtors prior to and as of the Confirmation Date, which estimates Professionals shall deliver to the Debtors as set forth in Article II.C of the Plan.

109. “*Professional Fee Escrow Account*” means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Amount.

110. “*Proof of Claim*” means a proof of Claim filed against any of the Debtors in the Chapter 11 Cases.

111. “*Reinstated,*” or “*Reinstatement*” means, with respect to Claims and Interests, that the Claim or Interest shall be rendered unimpaired in accordance with section 1124 of the Bankruptcy Code, notwithstanding any contractual provision or applicable non-bankruptcy law that entitles the holder to demand or receive payment of such Claim prior to the stated maturity of such Claim from and after the occurrence of a default.

112. “*Released Party*” means, collectively, each of the following in their respective capacities as such: (a) the Debtors and all of the Debtors’ and the Reorganized Debtors’ (1) current financial advisors, attorneys, accounts, investment bankers, representatives, and other professionals, (2) current employees, consultants, Affiliates, officers, managers, and directors, including any such persons or Entities retained pursuant to section 363 of the Bankruptcy Code; (b) the First Lien Agent; (c) the First Lien Lenders; (d) the Second Lien Agent; (e) the Second Lien Lenders; (f) the DIP Agent; (g) the DIP Lenders; (h) the Sponsors; (i) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (b) through (h), each of their current and former Affiliates; and (j) with respect to each of the foregoing Entities in clauses (a) through (i), such Entities’ predecessors, successors and assigns, subsidiaries, Affiliates, managed accounts or funds, and all of their respective current and former officers, managers, directors, principals, direct and indirect shareholders, direct and indirect

members, direct and indirect partners, direct and indirect equityholders, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, agents and other professionals, and such persons' respective heirs, executors, estates, servants and nominees; *provided, further*, that any holder of a Claim or Interest that opts out of the releases contained in the Plan shall not be a "Released Party."

113. "*Releasing Party*" means, collectively, each of the following in their respective capacities as such: (a) the Debtors and the Reorganized Debtors; (b) the Consenting Lenders; (c) the First Lien Agent; (d) the Second Lien Agent; (e) the DIP Agent; (f) the DIP Lenders; (g) the Sponsors; (h) with respect to each of the Debtors, the Reorganized Debtors, and each of the foregoing Entities in clauses (b) through (g), each of their current and former Affiliates; (i) with respect to each of the foregoing Entities in clauses (a) through (h), such Entities' predecessors, successors and assigns, subsidiaries, Affiliates, managed accounts or funds, and all of their respective current and former officers, managers, directors principals, direct and indirect shareholders, direct and indirect members, direct and indirect partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, agents and other professionals, and such persons' respective heirs, executors, estates, servants and nominees; and (j) without limiting the foregoing, each holder of a Claim against or Interest in the Debtors that (1) voted to accept the Plan, (2) is Unimpaired under the Plan, where the applicable Claims or Interests have been fully paid or otherwise satisfied in accordance with this Plan, (3) holders of Claims whose vote to accept or reject this Plan was solicited but who did not vote either to accept or to reject this Plan, and (4) holders of Claims who voted to reject this Plan but did not opt out of granting the releases set forth herein.

114. "*Reorganized Debtors*" means a Debtor, or any successor or assigns thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

115. "*Reorganized WoundCo*" means WoundCo, or any successor or assigns thereto, by merger, consolidation, or otherwise, on or after the Effective Date.

116. "*Required Lenders*" shall have the meaning set forth in the DIP Credit Agreement.

117. "*Requisite Consenting First Lien Lenders*" means the Consenting First Lien Lenders holding in excess of 50% of the First Lien Claims held by the Consenting First Lien Lenders as of the date such calculation is required under the Restructuring Support Agreement.

118. "*Requisite Consenting Lenders*" means, collectively, the Requisite Consenting First Lien Lenders and the Requisite Consenting Second Lien Lenders.

119. "*Requisite Consenting Second Lien Lenders*" means the Consenting Second Lien Lenders party to the Restructuring Support Agreement as of the date such agreement was effected.

120. “*Restructuring Support Agreement*” means that certain Restructuring Support Agreement, dated June 21, 2019, by and among the Debtors, the First Lien Agent, and the Consenting Lenders, including all exhibits and attachments thereto.

121. “*Restructuring Transactions*” means the Debtors’ restructuring, inclusive of the transactions described in Article IV.

122. “*Roll-Up DIP Facility Claim*” means any DIP Claim held by the DIP Lenders or the DIP Agent arising under or relating to the Roll-Up DIP Loan Facility.

123. “*Roll-Up DIP Loans*” means the roll-up loans in the principal amount of \$40 million provided by the DIP Lenders under the Roll-Up DIP Loan Facility.

124. “*Roll-Up DIP Loan Facility*” means the roll-up loan facility in an aggregate principal amount of \$40 million provided by the DIP Lenders pursuant to the DIP Credit Agreement and the DIP Orders.

125. “*Schedule of Rejected Contracts and Leases*” means the schedule of Executory Contracts and Unexpired Leases to be rejected by the Debtors pursuant to the Plan, filed as part of the Plan Supplement, as may be amended by the Debtors from time to time prior to the Confirmation Date.

126. “*Second Lien Agent*” means U.S. Bank National Association, as agent under the Second Lien Note Purchase Agreement.

127. “*Second Lien Claims*” means Second Lien Tranche A Notes Claims and Second Lien Tranche B Notes Claims.

128. “*Second Lien Documents*” means the Second Lien Note Purchase Agreement and all agreements and documents executed by any of the Debtors in connection with the Second Lien Note Purchase Agreement.

129. “*Second Lien Lenders*” means the “*Purchasers*,” as that term is defined in the Second Lien Note Purchase Agreement, party thereto from time to time.

130. “*Second Lien Note Purchase Agreement*” means that Second Lien Note Purchase Agreement entered into on March 15, 2017, by and among the Debtors, the Second Lien Agent, and the Second Lien Lenders (as has been or may be further amended, modified, restated or otherwise supplemented from time to time).

131. “*Second Lien Tranche A Notes Claims*” means Claims against any Debtor arising on account of or based upon the tranche A notes issued pursuant to the Second Lien Note Purchase Agreement, including all accrued but unpaid interest, costs, fees, and indemnities, which principal amount outstanding as of the Petition Date was in the aggregate amount equal to approximately \$80,386,076.

132. “*Second Lien Tranche B Notes Claims*” means Claims against any Debtor arising on account of or based upon the tranche B notes issued pursuant to the Second Lien Note

Purchase Agreement, including all accrued but unpaid interest, costs, fees, and indemnities, which principal amount outstanding as of the Petition Date was in the aggregate amount equal to approximately \$45,593,127.

133. “*Section 510(b) Claim*” means any Claim arising from: (a) rescission of a purchase or sale of a security of the Debtors or an Affiliate of the Debtors; (b) purchase or sale of such a security; or (c) reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.

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

135. “*Securities Act*” means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a–77aa, together with the rules and regulations promulgated thereunder, or any similar federal, state, or local law.

136. “*Security*” has the meaning set forth in section 2(a)(1) of the Securities Act.

137. “*Solicitation Agent*” means Epiq Corporate Restructuring, LLC, the proposed notice, claims, and solicitation agent retained by the Debtors in the Chapter 11 Cases by order of the Bankruptcy Court.

138. “*Sponsors*” means (a) Aurora Equity Partners III L.P.; (b) Quad-C Partners VII, L.P.; and (c) Quad-C Partners VII Co-Investment Fund, L.P., each as owners and/or beneficial holders of Interests in and Claims against the Debtors and their Debtor Affiliates.

139. “*Unclaimed Distribution*” means any distribution under the Plan on account of an Allowed Claim or Allowed Interest to a holder that has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; (b) given notice to the Reorganized Debtors of an intent to accept a particular distribution; (c) responded to the Debtors’ or Reorganized Debtors’ requests for information necessary to facilitate a particular distribution; or (d) taken any other action necessary to facilitate such distribution.

140. “*Unexpired Lease*” means a lease of nonresidential real property to which one or more of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

141. “*Unimpaired*” is used to describe a Class of Claims or Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

142. “*WoundCo*” means Joerns WoundCo Holdings, Inc.

**B. Rules of Interpretation**

For purposes of the Plan: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, shall mean such document, schedule, or exhibit, as it may have been or may be amended, modified, or supplemented; (d) unless otherwise specified, all references herein to “Articles” and “Sections” are references to Articles and Sections, respectively, hereof or hereto; (e) the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to any particular portion of the Plan; (f) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (g) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (i) references to docket numbers of documents filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (j) references to “Proofs of Claim,” “Holders of Claims,” “Disputed Claims,” and the like shall include “Proofs of Interest,” “Holders of Interests,” “Disputed Interests,” and the like as applicable; (k) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company laws; (l) the Reorganized Debtors shall include Reorganized WoundCo as and where appropriate; (m) the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation;” and (n) any immaterial effectuating provisions may be interpreted by the Debtors or the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

**C. Computation of Time**

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may or shall occur pursuant to the Plan is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

**D. Governing Law**

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as

otherwise set forth in those agreements, in which case the governing law of such agreement shall control); provided, however, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, shall be governed by the laws of the state of incorporation or formation of the relevant Debtor or Reorganized Debtor, as applicable.

**E. Reference to Monetary Figures**

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

**F. Reference to the Debtors or the Reorganized Debtors**

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or to the Reorganized Debtors mean the Debtors and the Reorganized Debtors, as applicable, to the extent the context requires.

**G. Controlling Document**

In the event of an inconsistency between the Plan, the Restructuring Support Agreement, and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the Plan shall control. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control.

**ARTICLE II  
ADMINISTRATIVE PROFESSIONAL AND PRIORITY TAX CLAIMS**

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Professional Claims, DIP Claims, and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III of the Plan.

**A. Administrative Expense Claims**

On the Effective Date or as soon thereafter as such Allowed Administrative Expense Claims become due and payable according to their terms, unless otherwise agreed to by the holder of an Allowed Administrative Expense Claim and the Debtors (with the reasonable consent of the Requisite Consenting First Lien Lenders) or the Reorganized Debtors, as applicable, each holder of an Allowed Administrative Expense Claim (other than holders of Professional Claims, DIP Claims, and Priority Tax Claims) will receive in full and final satisfaction, settlement, release, and discharge of, and, in exchange for, such holder's Administrative Expense Claim (i) an amount of Cash equal to the unpaid amount of such Allowed Administrative Expense Claim, or (ii) receive treatment as is consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

**B. Professional Claims**

All Professionals or other Entities requesting compensation or reimbursement of expenses pursuant to sections 327, 328, 330, 331, 503(b), or section 1103 of the Bankruptcy

Code for services rendered before the Effective Date (including any compensation requested by any Professional or any other Entity for making a substantial contribution in the Chapter 11 Case) shall file and serve final requests for payment of Professional Claims no later than the first Business Day that is forty-five (45) days after the Effective Date. Objections to any Professional Claim must be filed and served on the Reorganized Debtors and the applicable Professional within thirty (30) days after the filing of the final fee application with respect to the Professional Claim. Any such objections that are not consensually resolved may be set for hearing on twenty-one (21) days' notice by the Professional asserting such Professional Claim.

The Reorganized Debtors shall pay Professional Claims in Cash in the amount the Bankruptcy Court allows, including from the Professional Fee Escrow Account, which the Reorganized Debtors will establish in trust for the Professionals and fund with Cash equal to the Professional Fee Amount on the Effective Date. Professionals shall deliver to the Debtors their estimates for purposes of the Reorganized Debtors computing the Professional Fee Amount no later than five Business Days prior to the anticipated Effective Date. For the avoidance of doubt, no such estimate shall be deemed to limit the amount of the fees and expenses that are the subject of a Professional's final request for payment of Professional Claims filed with the Bankruptcy Court. If a Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Professional. No funds in the Professional Fee Escrow Account shall be property of the Estates. Any funds remaining in the Professional Fee Escrow Account after all Allowed Professional Claims have been paid will be turned over to the Reorganized Debtors.

From and after the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Reorganized Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

### **C. DIP Claims**

On the Effective Date, the DIP Claims shall be Allowed in full, in the aggregate principal amount of \$80 million (less any amounts paid prior to the Effective Date) plus all accrued and unpaid postpetition interest under the DIP Credit Agreement (and any unpaid fees, costs, and expenses). With the consent of the DIP Lenders and in accordance with the Restructuring Support Agreement, on the Effective Date, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim, each holder of an Allowed DIP Claim shall receive (i) on account of its Allowed New Money DIP Claims, its Pro Rata share of the Exit Tranche A Facility Loans (excluding the Exit Fee) and (ii) on account of its Allowed Roll-Up DIP Facility Claims, its Pro Rata share of the Exit Tranche B Facility Loans. On the Effective Date, all liens and security interests granted to secure the obligations arising under the DIP Credit Agreement shall continue, remain in effect, and be deemed to secure the obligations under the Exit Facility, subject to the terms and conditions of the Exit Facility Documents.

Pursuant to the DIP Credit Agreement, any payments pursuant to this section shall be made to the DIP Agent for distribution to the DIP Lenders in accordance with the DIP Credit

Agreement and other DIP Documents. The DIP Agent shall retain all rights as DIP Agent under the DIP Documents in connection with the delivery of distributions to the DIP Lenders. The DIP Agent shall not have any liability to any person with respect to distributions made or directed to be made by such DIP Agent. Any Cash distributions to be made hereunder to the DIP Agent on account of any claims arising under the DIP Credit Agreement shall be made by wire transfer.

**D. Priority Tax Claims**

On the Effective Date, except to the extent that a holder of an Allowed Priority Tax Claim and the Debtors (with the reasonable consent of the Requisite Consenting First Lien Lenders) or the Reorganized Debtors, as applicable, agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax Claim, each holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code and, for the avoidance of doubt, holders of Allowed Priority Tax Claims will receive interest on such Allowed Priority Tax Claims after the Effective Date in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code.

**ARTICLE III  
CLASSIFICATION, TREATMENT, AND VOTING OF CLAIMS AND INTERESTS**

**A. Classification of Claims and Interests**

This Plan constitutes a separate Plan proposed by each Debtor. Except for the Claims addressed in Article II of the Plan, all Claims and Interests are classified in the Classes set forth below in accordance with section 1122 of the Bankruptcy Code. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or an Interest also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

Below is a chart assigning each Class a number for purposes of identifying each separate Class.

<u>Class</u>	<u>Claims or Interests</u>	<u>Status</u>	<u>Voting Rights</u>
1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Priority Non-Tax Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)



<u>Class</u>	<u>Claims or Interests</u>	<u>Status</u>	<u>Voting Rights</u>
3	First Lien Claims	Impaired	Entitled to Vote
4	Second Lien Claims	Impaired	Entitled to Vote
5	General Unsecured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
6	Inter-Company Interests	Unimpaired/ Impaired	Not Entitled to Vote (Deemed to Accept or Reject)
7(a)	Old WoundCo Common Stock	Impaired	Not Entitled to Vote (Deemed to Reject)
7(b)	Other Old WoundCo Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
8	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)

## B. Treatment of Claims and Interests

Each holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such holder's Allowed Claim or Allowed Interest, except to the extent different treatment is agreed to by: (a) the Debtors (with the reasonable consent of the Requisite Consenting First Lien Lenders and, solely with respect to the treatment of the Second Lien Claims, the Requisite Consenting Lenders); and (b) the holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

### 1. Class 1 – Other Secured Claims

- a. *Classification:* Class 1 consists of any Other Secured Claims against any Debtor.

- b. *Treatment:* Each holder of an Allowed Other Secured Claim, as determined by the Debtors or the Reorganized Debtors, as applicable, with the reasonable consent of the Requisite Consenting First Lien Lenders, shall receive:
  - (i) Reinstatement of its Allowed Other Secured Claim;
  - (ii) payment in full in Cash in an amount equal to its Allowed Other Secured Claim, including postpetition interest, if any, on such Allowed Other Secured Claim required to be paid pursuant to section 506 of the Bankruptcy Code;
  - (iii) the collateral securing its Allowed Other Secured Claim free and clear of Liens, claims, and encumbrances, if and only if such collateral, as of the day prior to the Effective Date, was property of the Estate of the applicable Debtor; or
  - (iv) such other treatment agreed to by the holder of such Allowed Other Secured Claim and the Debtors or the Reorganized Debtors, as applicable, with the reasonable consent of the Requisite Consenting First Lien Lenders.
- c. *Voting:* Class 1 is Unimpaired under the Plan. Holders of Allowed Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of Allowed Other Secured Claims are not entitled to vote to accept or reject the Plan.

2. Class 2 –Priority Non-Tax Claims

- a. *Classification:* Class 2 consists of any Priority Non-Tax Claims against any Debtor.
- b. *Treatment:* Each holder of an Allowed Priority Non-Tax Claim, as determined by the Debtors or the Reorganized Debtors, as applicable, with the reasonable consent of the Requisite Consenting First Lien Lenders, shall receive:
  - (i) Reinstatement of its Allowed Priority Non-Tax Claim; or
  - (ii) such other treatment on account of such Allowed Priority Non-Tax Claim as determined by the Debtors or the Reorganized Debtors, as applicable, with the reasonable consent of the Requisite Consenting First Lien Lenders, as agreed to in writing by such holder of such Allowed Priority Non-Tax Claim.
- c. *Voting:* Class 2 is Unimpaired under the Plan. Holders of Allowed Priority Non-Tax Claims are conclusively presumed to have accepted the

Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Priority Non-Tax Claims are not entitled to vote to accept or reject the Plan.

3. Class 3 – First Lien Claims

- a. *Classification:* Class 3 consists of any First Lien Claim against any Debtor.
- b. *Allowance:* Class 3 First Lien Claims shall be Allowed in the aggregate principal amount of \$272,012,500, plus any accrued but unpaid interest thereon as of the Petition Date, less, for distributive purposes under this section, the amount of the Roll-Up DIP Loans, in each case in accordance with the terms and conditions under the First Lien Documents.
- c. *Treatment:* Each holder of an Allowed First Lien Claim shall receive such holder's Pro Rata share of 95.0% of the New Common Stock, subject to dilution by the Management Incentive Plan and the Backstop Commitment Fee. Notwithstanding anything else to the contrary, each First Lien Claim holder's pro rata share of the New Common Stock shall be calculated based solely on the principal amount of their Allowed First Lien Claim, excluding all accrued interest, costs, fees, and indemnities related to their Allowed First Lien Claims.
- d. *Voting:* Class 3 is Impaired under the Plan. Holders of Allowed First Lien Claims are entitled to vote to accept or reject the Plan.

4. Class 4 – Second Lien Claims

- a. *Classification:* Class 4 consists of any Second Lien Claim against any Debtor.
- b. *Allowance:* Class 4 Second Lien Claims shall be Allowed in the aggregate principal amount of \$125,979,203, plus any accrued but unpaid interest thereon as of the Petition Date, in each case in accordance with the terms and conditions under the Second Lien Documents.
- c. *Treatment:* Each holder of an Allowed Second Lien Claim shall receive, without distinction as to any priority between the Second Lien Tranche A Notes Claims and the Second Lien Tranche B Notes Claims, as a gift funded with a carve-out from the collateral securing the First Lien Claims (or the value of such collateral), such holder's Pro Rata share of 5.0% of the New Common Stock, subject to dilution by the Management Incentive Plan and the Backstop Commitment Fee.
- d. *Voting:* Class 4 is Impaired under the Plan. Holders of Allowed Second Lien Claims are entitled to vote to accept or reject the Plan.

5. Class 5 – General Unsecured Claims
  - a. *Classification:* Class 5 consists of any General Unsecured Claims against any Debtor.
  - b. *Treatment:* Each holder of an Allowed General Unsecured Claim shall receive Cash in an amount equal to such Allowed General Unsecured Claim on the later of: (a) the Effective Date; or (b) the date due in the ordinary course of business in accordance with the terms and conditions of the particular transaction giving rise to such Allowed General Unsecured Claim.
  - c. *Voting:* Class 5 is Unimpaired under the Plan. Holders of Allowed General Unsecured Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed General Unsecured Claims are not entitled to vote to accept or reject the Plan.
  
6. Class 6 – Inter-Company Interests
  - a. *Classification:* Class 6 consists of any Debtor Inter-Company Interests.
  - b. *Treatment:* Each Allowed Inter-Company Interest, at the Debtors' discretion with the reasonable consent of the Requisite Consenting Lenders, shall be either:
    - (i) Reinstated; or
    - (ii) cancelled, released and extinguished, and shall have no further force or effect.
  - c. *Voting:* Holders of Allowed Inter-Company Interests are conclusively presumed to have accepted the Plan pursuant to section 1126(f) or conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, depending on the treatment selected above. Holders of Allowed Inter-Company Interests are not entitled to vote to accept or reject the Plan.
  
7. Class 7(a) – Old WoundCo Common Stock
  - a. *Classification:* Class 7(a) consists of any Old WoundCo Common Stock.
  - b. *Treatment:* Each holder of Old WoundCo Common Stock shall not be entitled to any distribution on account thereof, and each interest in Old WoundCo Common Stock shall be deemed automatically cancelled, released, and extinguished without further action by the Debtors, and the obligations of the Debtors thereunder shall be discharged.

- c. *Voting:* Class 7(a) is Impaired under the Plan. Holders Old WoundCo Common Stock are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Old WoundCo Common Stock are not entitled to vote to accept or reject the Plan.
8. Class 7(b) – Other Old WoundCo Equity Interests
  - a. *Classification:* Class 7(b) consists of any Other Old WoundCo Equity Interests.
  - b. *Treatment:* Each holder of Other Old WoundCo Equity Interests shall not be entitled to any distribution on account thereof, and each interest in Other Old WoundCo Equity Interests shall be deemed automatically cancelled, released, and extinguished without further action by the Debtors, and the obligations of the Debtors thereunder shall be discharged.
  - c. *Voting:* Class 7(b) is Impaired under the Plan. Holders of Other Old WoundCo Equity Interests are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Other Old WoundCo Equity Interests are not entitled to vote to accept or reject the Plan.
9. Class 8 – Section 510(b) Claims
  - a. *Classification:* Class 8 consists of any Section 510(b) Claims against any Debtor.
  - b. *Allowance:* Notwithstanding anything to the contrary herein, a Section 510(b) Claim, if any such Claim exists, may only become Allowed by Final Order of the Bankruptcy Court. The Debtors are not aware of any valid Class 8 Section 510(b) Claim and believe that no such Class 8 Section 510(b) Claim exists.
  - c. *Treatment:* Each holder of Section 510(b) Claims shall not be entitled to any distribution on account thereof, and such Section 510(b) Claims shall be cancelled, released, and extinguished without further action by the Debtors and will have no further force or effect, and the obligations of the Debtors thereunder shall be discharged.
  - d. *Voting:* Class 8 is Impaired under the Plan. Holders of Section 510(b) Claims are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Section 510(b) Claims are not entitled to vote to accept or reject the Plan.

**C. Special Provision Governing Unimpaired Claims**

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' or the Reorganized Debtors' rights regarding any Unimpaired Claim, including all rights regarding legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claim.

**D. Elimination of Vacant Classes**

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

**E. Voting Classes; Presumed Acceptance by Non-Voting Classes**

If a Class contains Claims or Interests eligible to vote and no holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Debtors shall request the Bankruptcy Court to deem the Plan accepted by the holders of such Claims or Interests in such Class; *provided, however*, that such Class will not be used as an impaired accepting class pursuant to Bankruptcy Code section 1129(a)(10).

**F. Inter-Company Interests**

To the extent Reinstated, Inter-Company Interests are Unimpaired solely to preserve the Debtors' corporate structure and for the purposes of administrative convenience, and holders of Allowed Inter-Company Interest shall not otherwise receive or retain any property on account thereof. For the avoidance of doubt, any Interest in non-Debtor subsidiaries owned by a Debtor shall continue to be owned by that Debtor when it becomes a Reorganized Debtor on the Effective Date.

**G. Subordinated Claims**

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

**H. Confirmation Pursuant to Section 1129(b) of the Bankruptcy Code**

The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors, with

the consent of the Requisite Consenting Lenders (in accordance with the terms of the Restructuring Support Agreement), reserve the right to modify the Plan in accordance with Article X of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

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

**A. General Settlement of Claims and Interests**

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and is within the range of reasonableness. Subject to Article VI of the Plan, all distributions made to holders of Allowed Claims and Allowed Interests in any Class are intended to be and shall be final.

**B. Sources of Consideration for Plan Distributions**

1. Cash on Hand

The Reorganized Debtors shall use Cash on hand (including proceeds of the DIP Facility) to fund distributions to certain holders of Claims entitled to receive Cash.

2. Exit Facility

On the Effective Date, the Reorganized Debtors will enter into the Exit Facility, the terms of which will be set forth in the Exit Facility Documents, which shall be in form and substance acceptable to the Debtors and the Required Lenders and reasonably acceptable to the Requisite Consenting First Lien Lenders. Confirmation of the Plan shall be deemed approval of the Exit Facility and the Exit Facility Documents, and all transactions contemplated thereby, including any actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, and expenses provided for therein, and authorization of the Reorganized Debtors to enter into and execute without the need for any further corporate action the Exit Facility Documents and such other documents as may be required to effectuate the treatment afforded thereunder. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facility Documents, if applicable, (a) shall be granted in good faith, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facility Documents, (c) shall be perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Exit

Facility Documents under the Bankruptcy Code or any applicable non-bankruptcy law, (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever, and (e) shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. Each of the Reorganized Debtors and the persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

### 3. Issuance and Distribution of the New Common Stock

All existing Interests in WoundCo (including the Old WoundCo Common Stock) shall be cancelled as of the Effective Date, and Reorganized WoundCo shall issue the New Common Stock pursuant to the Plan. The issuance of the New Common Stock (including for the Backstop Commitment Fee and New Common Stock reserved under the Management Incentive Plan), shall be authorized without the need for any further corporate or limited liability company action and without any further action by the holders of Claims or Interests or the Debtors or the Reorganized Debtors, as applicable. The New Organizational Documents shall authorize the issuance and distribution on the Effective Date of the New Common Stock to the Distribution Agent for the benefit of Entities entitled to receive the New Common Stock pursuant to the Plan. All of the New Common Stock issued under the Plan shall be duly authorized and validly issued, and the holders of Allowed First Lien Claims and Allowed Second Lien Claims that will receive New Common Stock shall not be required to execute any of the New Common Stock Documents before receiving their respective distributions of New Common Stock under the Plan. Holders of Allowed First Lien Claims and Allowed Second Lien Claims that receive New Common Stock shall be automatically deemed to have executed and accepted the terms of each such New Common Stock Document (in such person's capacity as an equity holder of Reorganized WoundCo) and to be party thereto without further action. Each of the New Common Stock Documents shall be adopted on the Effective Date and shall be deemed to be valid, binding and enforceable in accordance with its terms, and each holder of New Common Stock shall be bound thereby. Each distribution and issuance of the New Common Stock under the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance.

On the Effective Date, none of the New Common Stock will be registered under the Securities Act or listed on a national securities exchange, the Reorganized Debtors will not be reporting companies under the Securities Exchange Act of 1934 (as amended, the "**Exchange Act**"), the Reorganized Debtors will not be required to and will not file reports with the SEC or any other entity or party, and the Reorganized Debtors will not be required to file monthly



operating reports with the Bankruptcy Court after the Effective Date. To prevent the Reorganized Debtors from becoming subject to the reporting requirements of the Exchange Act, except in connection with a public offering, the New Organizational Documents may impose certain trading restrictions, and the New Common Stock may be subject to certain transfer and/or other restrictions pursuant to the New Organizational Documents designed to maintain the Reorganized Debtors as companies that are not subject to the reporting requirements under the Exchange Act.

**C. Management Incentive Plan**

After the Effective Date, the Reorganized Debtors, shall implement the Management Incentive Plan, consistent with the terms of the Restructuring Support Agreement. The allocations of, and eligibility criteria for, the Management Incentive Plan shall be determined by a sub-committee of the New WoundCo Board in consultation with the chief executive officer of Reorganized WoundCo, and consistent with the terms of the Restructuring Support Agreement. Notwithstanding anything else herein to the contrary, any increase in the amount of New Common Stock reserved for in the Management Incentive Plan or any other amendment thereto that increases the amount of profit interests or other incentive based equity provided thereunder shall require the consent of each of the Requisite Consenting First Lien Lenders and the Requisite Consenting Second Lien Lenders.

**D. Professional Fees and Expenses**

On the Effective Date, the Debtors or the Reorganized Debtors shall pay in Cash all accrued and unpaid reasonable and documented fees and expenses of (i) the Consenting Lenders' Professionals in accordance with the terms of the Restructuring Support Agreement and (ii) the DIP Agent and DIP Lenders in accordance with the terms of the DIP Credit Agreement and the DIP Orders.

**E. Exit Fee**

On the Effective Date, to the extent approved by the Confirmation Order or any other order of the Bankruptcy Court, the Debtors or the Reorganized Debtors shall pay the Exit Fee to the DIP Lenders, with each DIP Lender to receive a Pro Rata share of Exit Tranche A Facility Loans equal to 2.0% of the aggregate DIP Loans that are outstanding as of the Effective Date.

**F. Exemption from Registration Requirements**

The offering, issuance, and distribution of any Securities, including the New Common Stock and the New Common Stock associated with the Management Incentive Plan, pursuant to the Plan will be exempt from the registration requirements of section 5 of the Securities Act pursuant to section 1145 of the Bankruptcy Code or any other available exemption from registration under the Securities Act, as applicable, as further described below. Pursuant to section 1145 of the Bankruptcy Code, the New Common Stock issued under the Plan will be freely transferable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act and compliance with any applicable state or

foreign securities laws, if any, and the rules and regulations of the United States Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments; (b) the New Common Stock Documents; and (c) any other applicable regulatory approval.

#### **G. Corporate Existence**

Except as otherwise provided in the Plan (including, for the avoidance of doubt, the Restructuring Transactions), each Debtor shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

#### **H. Vesting of Assets in the Reorganized Debtors**

Except as otherwise provided in the Plan (including, for the avoidance of doubt, the Restructuring Transactions), or in any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, all property in each Debtor's Estate, all Causes of Action, and any property acquired by any of the Debtors under the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided herein, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

#### **I. Cancellation of Notes, Instruments, Certificates, and Other Documents**

On the Effective Date, except with respect to assumed Executory Contracts and Unexpired Leases and to the extent otherwise provided herein, all notes, instruments, Certificates, plans, agreements and other documents evidencing Claims or Interests, shall be cancelled and the obligations thereunder (or in any way related thereto) of the Debtors, the Reorganized Debtors, or any other counterparty shall be discharged and canceled; *provided, however*, that notwithstanding Confirmation or the occurrence of the Effective Date, any credit document or agreement that governs the rights of the holder of a Claim or Interest shall, subject to the terms of the Plan, continue in effect solely for the purposes of (i) allowing holders of Allowed Claims to receive distributions under the Plan, (ii) allowing the DIP Agent, First Lien Agent, and Second Lien Agent to (a) enforce any indemnity obligations and other obligations owed to each of them under the Plan, (b) take any actions contemplated by the Plan and (c) appear in the Chapter 11 Cases or any proceeding in which they are or may become a party, and (iii) allowing the beneficiaries of any Indemnification Provisions to be indemnified; and *provided further* for the avoidance of doubt, and notwithstanding any provision of the Plan or

Confirmation Order to the contrary, no rights or protections (including, any indemnification, reimbursement or exculpation rights) of the First Lien Agent or DIP Agent under First Lien Credit Agreement or DIP Credit Agreement, as applicable, shall be enjoined released or discharged under any provision of this Plan.

**J. New Organizational Documents**

On the Effective Date, the Debtors shall enter into new formation, organizational, and constituent documents (including those formation, organizational, and constituent documents relating to limited partnerships and limited liability companies) as may be necessary to effectuate the transactions contemplated by the Plan and the Restructuring Support Agreement and shall be in form and substance acceptable to the Debtors and the Requisite Consenting Lenders. The Debtors' respective formation, organizational, and constituent documents (including those formation, organizational, and constituent documents relating to limited partnerships and limited liability companies) shall be amended, cancelled, or otherwise modified as may be required to be consistent with the provisions of the Plan, the Restructuring Support Agreement, and the Bankruptcy Code. The New Organizational Documents shall be included as exhibits to the Plan Supplement and shall, among other things: (a) be in form and substance acceptable to the Debtors and Requisite Consenting Lenders; and (b) authorize the issuance of the New Common Stock. Pursuant to section 1123(a)(6) of the Bankruptcy Code, the New Organizational Documents of the Reorganized Debtors shall prohibit the issuance of non-voting equity securities and shall otherwise be consistent with section 1123(a)(6) of the Bankruptcy Code. After the Effective Date, each of the Reorganized Debtors may amend and restate its formation, organizational, and constituent documents as permitted by the laws of its respective jurisdiction of formation and the terms of such documents.

**K. Effectuating Documents; Further Transactions**

On and after the Effective Date, the Reorganized Debtors, and the officers and members of the boards of directors and managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the Restructuring Support Agreement, the Exit Facility Documents, the New Organizational Documents, the New Common Stock issued pursuant to the Management Incentive Plan and/or to the holders of New Common Stock, and any other Securities issued pursuant to the Plan in the name of and on behalf of Reorganized WoundCo and any other Reorganized Debtor, without the need for any approvals, authorizations, or consents except for those expressly required under the Plan.

**L. Section 1146(a) Exemption**

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other person) of property under the Plan or pursuant to: (a) the issuance, distribution, transfer, or exchange of any debt, Equity Security, or other Interest in the Debtors or the Reorganized Debtors; (b) the Restructuring Transactions; (c) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional

indebtedness by such or other means; (d) the making, assignment, or recording of any lease or sublease; (e) the grant of collateral as security for any or all of the Exit Facility; or (f) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

#### **M. Directors and Officers**

On the Effective Date, the New WoundCo Board will consist of five members. The members of the New WoundCo Board shall be determined in accordance with the terms of the Restructuring Support Agreement and designated as follows: (i) one director appointed by Golub, for so long as Golub holds not less than 10% of the New Common Stock; (ii) one director appointed by Barings, for so long as Barings holds not less than 10% of the New Common Stock; (iii) one director appointed by BSP, for so long as BSP holds not less than 10% of the New Common Stock; (iv) one independent director appointed by the holders of a majority of New Common Stock; (v) and the then-serving Chief Executive Officer of Reorganized WoundCo. The members of the board of directors of any Reorganized Debtor subsidiary of Reorganized WoundCo shall be acceptable to the Requisite Consenting First Lien Lenders. On the Effective Date, the existing officers of the Debtors shall serve in their current capacities for the Reorganized Debtors. From and after the Effective Date, each director, officer, or manager of the Reorganized Debtors shall serve pursuant to the terms of their respective charters and bylaws or other formation and constituent documents, and applicable laws of Reorganized WoundCo and/or the respective Reorganized Debtor's jurisdiction of formation. In accordance with section 1129(a)(5) of the Bankruptcy Code, the identities of the members of the New WoundCo Board and any person proposed to serve as an officer of Reorganized WoundCo shall be disclosed at or before the Confirmation Hearing.

The Debtors shall purchase (on or before the Effective Date) and maintain directors, officers, managers, and employee liability tail coverage for the six-year period following the Effective Date on terms no less favorable than the Debtors' existing director, officer, manager, and employee coverage and with an aggregate limit of liability of no less than the aggregate limit of liability under the existing director, officer, manager, and employee coverage upon placement, in each case as in existence prior to the Petition Date.

Each holder of New Common Stock, together with its affiliates and managed funds, that holds at least 7.5% of the issued and outstanding New Common Stock shall be entitled to receive all information and materials provided to the New WoundCo Board or any committee thereof, subject to exceptions for the preservation of attorney-client privilege and conflicts of interest, for so long as such holder retains at least 7.5% of the outstanding New Common Stock.

PineBridge, Cetus Funds, and each other holder of New Common Stock that holds at least 10% of the issued and outstanding New Common Stock, shall each be entitled to designate one person to observe the New WoundCo Board's actions and meetings (including the actions and meetings of committees of the New WoundCo Board) and receive all information and materials provided to the New WoundCo Board or any committee thereof, subject to exceptions for the preservation of attorney-client privilege and conflicts of interest, for so long as (x) solely with respect to PineBridge, PineBridge holds 100% of the New Common Stock that it held as of the Effective Date (without giving effect to any reduction of such New Common Stock by virtue of (i) repurchase or redemption by the Reorganized WoundCo or any subsidiary, (ii) reverse stock split or (iii) reduction resulting from action of Reorganized WoundCo or any subsidiary), (y) solely with respect to Cetus, Cetus holds 66 2/3% of the New Common Stock that it held as of the Effective Date (without giving effect to any reduction of such New Common Stock by virtue of (i) repurchase or redemption by the Reorganized WoundCo or any subsidiary, (ii) reverse stock split or (iii) reduction resulting from action of Reorganized WoundCo or any subsidiary), and (z) each such other Holder retains at least 10% of the outstanding New Common Stock. Such observers shall not have any voting rights. The Company shall pay the reasonable out of pocket costs incurred by the New WoundCo Board observers in attending meetings of the New WoundCo Board and committees up to \$4,000.00 per New WoundCo Board observer per calendar year.

The Debtors shall purchase (on or before the Effective Date) and maintain directors, officers, managers, and employee liability tail coverage for the six-year period following the Effective Date on terms no less favorable than the Debtors' existing director, officer, manager, and employee coverage and with an aggregate limit of liability of no less than the aggregate limit of liability under the existing director, officer, manager, and employee coverage upon placement, in each case as in existence prior to the Petition Date.

#### **N. Incentive Plans and Employee and Retiree Benefits**

Except as otherwise provided herein, on and after the Effective Date, and, without limiting any authority provided to the New WoundCo Board under the Debtors' respective formation and constituent documents, the Reorganized Debtors shall: (a) amend, adopt, assume, and/or honor in the ordinary course of business, any and all contracts, agreements, policies, programs, and plans, in accordance with their respective terms, for, among other things, compensation, employment, severance and bonuses, including any incentive plans (including any assumed incentive plans) and contracts (other than any equity incentive plan (if any) or other prepetition senior management incentive plan, which in each case shall be replaced by the Management Incentive Plan), health care benefits, disability benefits, deferred compensation benefits, savings, severance benefits, bonuses, severance, retirement benefits, welfare benefits, workers' compensation insurance, and accidental death and dismemberment insurance for the

directors, officers, and employees of any of the Debtors who served in such capacity from and after the Petition Date; and (b) honor, in the ordinary course of business, Claims of employees employed as of the Effective Date for accrued vacation time arising prior to the Petition Date and not otherwise paid pursuant to a Bankruptcy Court order. Notwithstanding the foregoing, pursuant to section 1129(a)(13) of the Bankruptcy Code, from and after the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law. For the avoidance of any doubt, any and all employment-related agreements, contracts, writings, and arrangements (including bonus and severance agreements) shall be assumed and shall become obligations of the Reorganized Debtors on the Effective Date (with transaction and change of control bonuses being earned as of the Effective Date), shall remain in place following the Effective Date, and shall be satisfied in accordance with their terms by the Reorganized Debtors on and after the Effective Date.

#### O. **Preservation of Rights of Action**

In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the following: (a) the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date, except for Causes of Action brought as counterclaims or defenses to claims asserted against the Reorganized Debtors and their Affiliates; and (b) all Causes of Action that arise under sections 544, 547, 548, and 549 of the Bankruptcy Code and state fraudulent conveyance law.

The Reorganized Debtors may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against it. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided herein.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or by a Bankruptcy Court order, the Reorganized Debtors expressly reserve all Causes of Action, for later adjudication, and, therefore no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Reorganized Debtors reserve and shall retain the Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to

judgment any such Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order, or approval of the Bankruptcy Court.

**P. Restructuring Transactions**

On or after the Confirmation Date, or as soon as reasonably practicable thereafter, the Debtors may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, consistent with and pursuant to the terms and conditions of the Restructuring Support Agreement, including: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, reorganization, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan, including such transactions as are acceptable to the Requisite Consenting First Lien Lenders to cause Reorganized WoundCo to become the ultimate parent company of the other Reorganized Debtors and to effect (i) the issuance and distribution of the New Common Stock and the New Common Stock associated with the Management Incentive Plan, (ii) the incurrence by the Reorganized Debtors of the debt under the Exit Facility and execution and delivery of the Exit Facility Documents, and (iii) the guaranty of the Exit Facility by certain subsidiaries of Reorganized WoundCo; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable parties agree; (c) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution or other certificates or documentation for other transactions as described in clause (a), pursuant to applicable state law; and (d) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law in connection with the Restructuring Transactions.

Each of the matters provided for by the Plan involving the corporate structure of Reorganized WoundCo and/or the Debtors or corporate or related actions to be taken by or required of the Reorganized Debtors, whether taken prior to or as of the Effective Date, shall be deemed authorized and approved in all respects without the need for any further action and without any further action by Reorganized WoundCo, the Debtors or the Reorganized Debtors, as applicable. Such actions may include, among others, the following: (a) the adoption and filing of the New Organizational Documents; (b) the selection of the directors, managers, and officers for the Reorganized Debtors, including the appointment of the New WoundCo Board; (c) the authorization, issuance, and distribution of New Common Stock (including the Backstop Commitment Fee), and the New Common Stock associated with the Management Incentive Plan; (d) the assumption of Executory Contracts or Unexpired Leases; (e) the entry into the Exit Facility, and the execution and delivery of the Exit Facility Documents; and (f) the adoption of the Management Incentive Plan on terms and conditions determined by the New WoundCo Board and in all respects in accordance with the Restructuring Support Agreement.

## ARTICLE V

### TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

#### A. Assumption of Executory Contracts and Unexpired Leases

Each Executory Contract and Unexpired Lease that has otherwise not been rejected (by an exhibit to the Plan Supplement) shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under section 365 of the Bankruptcy Code. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. The Confirmation Order will constitute an order of the Bankruptcy Court approving the above-described assumptions and assignments.

Except as otherwise provided herein or agreed to by the Debtors, the Requisite Consenting First Lien Lenders, and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

#### B. Indemnification

On and as of the Effective Date, the Indemnification Provisions will be assumed and irrevocable and will survive the effectiveness of the Plan, and the Reorganized Debtors' governance documents will provide for the indemnification, defense, reimbursement, exculpation, and/or limitation of liability of, and advancement of fees and expenses to the Debtors' and the Reorganized Debtors' current and former directors, officers, employees, and agents to the fullest extent permitted by law and at least to the same extent as the organizational documents of each of the respective Debtors as in effect as of the Petition Date, against any claims or Causes of Action whether direct or derivative, liquidated or unliquidated, fixed or contingent, disputed or undisputed, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, and none of the Reorganized Debtors will amend and/or restate their respective governance documents before or after the Effective Date to terminate or adversely affect any of the Reorganized Debtors' obligations to provide such indemnification rights or such directors', officers', employees', or agents' indemnification rights.

#### C. Cure of Defaults and Objections to Cure and Assumption

The Debtors or the Reorganized Debtors, as applicable, shall pay Cures, if any, on the Effective Date or as soon as reasonably practicable thereafter. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, all requests for payment of Cure that differ from the amounts paid or proposed to be paid by the Debtors or the



Reorganized Debtors to a counterparty must be filed and served on the Reorganized Debtors on or before thirty (30) days after the Effective Date. If such Cure dispute is not resolved within seven (7) days of the Reorganized Debtors' receiving such Cure dispute, the counterparty to the applicable assumed Executory Contract or Unexpired Lease shall timely file an objection with the Bankruptcy Court within seven (7) days. **Any such request and/or objection that is not timely filed shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court.** Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Reorganized Debtors of the Allowed Cure; *provided, however*, that nothing herein shall prevent the Reorganized Debtors from paying any Cure despite the failure of the relevant counterparty to file such request for payment of such Cure. The Reorganized Debtors also may settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court. In addition, any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan must be filed with the Bankruptcy Court on or before thirty (30) days after the Effective Date. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or Reorganized Debtors', as applicable, first scheduled omnibus hearing for which such objection is timely filed. **Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.**

If there is any dispute regarding any Cure, the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption, then payment of Cure shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors or the Reorganized Debtors, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Cures, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any and all Proofs of Claim (but, for the avoidance of doubt, not including Cures) based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

**D. Contracts, Intercompany Contracts, and Leases Entered Into After the Petition Date**

Contracts, Intercompany Contracts, and leases entered into after the Petition Date by any Debtor and any Executory Contracts and Unexpired Leases assumed by any Debtor may be performed by the applicable Reorganized Debtor in the ordinary course of business.

**E. Insurance Policies**

Each of the Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the Plan. Unless otherwise provided in the Plan, on the Effective Date, the Debtors shall be deemed to have assumed all insurance policies and any agreements, documents, and instruments relating to coverage of all insured Claims.

**F. Compensation and Benefits**

As of the Effective Date, unless specifically rejected by a Final Order of the Bankruptcy Court or otherwise specifically provided for herein, all employment and severance policies, workers' compensation programs, and all compensation and benefit plans, policies, and programs of the Debtors applicable to its present and former employees, officers, and directors, including all health care plans, disability plans, severance benefit plans, and incentive plans, shall be deemed to be, and shall be treated as though they are, Executory Contracts that are deemed assumed under the Plan, and the Debtors' obligations under such plans, policies, and programs, shall be deemed assumed pursuant to section 365(a) of the Bankruptcy Code, survive Confirmation of the Plan, remain unaffected thereby, and not be discharged in accordance with section 1141 of the Bankruptcy Code. Any defaults existing under any of such plans, policies, and programs shall be cured promptly after they become known by the Reorganized Debtors.

**G. Rejection**

In the event that the rejection of an Executory Contract or Unexpired Lease hereunder results in damages to the other party or parties to such contract or lease, any Claim for such damages shall be forever barred and shall not be enforceable against the Debtor or the Reorganized Debtor, or their respective Estate, properties or interests in property, unless a Proof of Claim is filed with the Bankruptcy Court and served upon the applicable Debtor no later than thirty (30) days after the later of (i) the Confirmation Date or (ii) the Effective Date of the rejection of such Executory Contract or Unexpired Lease, as set forth on the Schedule of Rejected Contracts and Leases or order of the Bankruptcy Court. The Confirmation Order shall constitute the Bankruptcy Court's approval of the rejection of all the leases and contracts identified in the Schedule of Rejected Contracts and Leases.

**H. Nonoccurrence of Effective Date**

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code, unless such deadline(s) have expired.

**I. Reservation of Rights**

Nothing contained in the Plan or the Plan Supplement shall constitute an admission by the Debtors or any other party that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. If there is a

dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Reorganized Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

## ARTICLE VI PROVISIONS GOVERNING DISTRIBUTIONS

### A. **Distributions on Account of Claims and Interests Allowed as of the Effective Date**

Except as otherwise provided herein, or in a Final Order, or as otherwise agreed to by the Debtors or the Reorganized Debtors (as the case may be) and the holder of the applicable Claim or Interest, on the first Distribution Date, the Distribution Agent shall make initial distributions under the Plan on account of Claims and Interests Allowed as of the Distribution Record Date, on the Effective Date or as soon as practicable thereafter, subject to the Reorganized Debtors' right to object to Claims and Interests; *provided, however*, that (1) Allowed Administrative Expense Claims with respect to liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases or assumed by the Debtors prior to the Effective Date shall be paid or performed in the ordinary course of business in accordance with the terms and conditions of any controlling agreements, course of dealing, course of business, or industry practice, and (2) Allowed Priority Tax Claims shall be paid in accordance with Article II.D of the Plan. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in Cash in accordance with the terms of any agreement between the Debtors and the holder of such Claim or as may be due and payable under applicable non-bankruptcy law or in the ordinary course of business. A Distribution Date shall occur no less frequently than once in every thirty (30) day period after the Effective Date, as necessary, in the Reorganized Debtors' sole discretion.

### B. **Rights and Powers of Distribution Agent**

#### 1. Powers of the Distribution Agent

The Distribution Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions hereof.

#### 2. Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Distribution Agent on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement claims made by the Distribution Agent shall be paid in Cash by the Reorganized Debtors.

**C. Special Rules for Distributions to Holders of Disputed Claims and Interests**

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed by the relevant parties: (a) no partial payments and no partial distributions shall be made with respect to a Disputed Claim or Interest until all such disputes in connection with such Disputed Claim or Interest have been resolved by settlement or Final Order; and (b) any Entity that holds both an Allowed Claim or Interest and a Disputed Claim or Interest shall not receive any distribution on the Allowed Claim or Interest unless and until all objections to the Disputed Claim or Interest have been resolved by settlement or Final Order or the Claims or Interests have been Allowed or expunged. Any dividends or other distributions arising from property distributed to holders of Allowed Claims or Interests, as applicable, in a Class and paid to such holders under the Plan shall also be paid, in the applicable amounts, to any holder of a Disputed Claim or Interest, as applicable, in such Class that becomes an Allowed Claim or Interest after the date or dates that such dividends or other distributions were earlier paid to holders of Allowed Claims or Interests in such Class.

**D. Delivery of Distributions**

1. Record Date for Distributions to Holders of Non-Publicly Traded Securities

On the Distribution Record Date, the Claims Register shall be closed and the Distribution Agent shall be authorized and entitled to recognize only those record holders, if any, listed on the Claims Register as of the close of business on the Distribution Record Date. Notwithstanding the foregoing, if a Claim or Interest, other than one based on a publicly traded Certificate, is transferred and the Debtors have been notified in writing of such transfer less than ten (10) days before the Effective Date, the Distribution Agent shall make distributions to the transferee (rather than the transferor) only to the extent practical and in any event only if the relevant transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

2. Distribution Process

The Distribution Agent shall make or facilitate all distributions required under the Plan. Except as otherwise provided herein, and notwithstanding any authority to the contrary, distributions to holders of Allowed Claims, including Claims that become Allowed after the Effective Date, shall be made to holders of record as of the Distribution Record Date by the Distribution Agent, as appropriate: (1) to the address of such holder as set forth in the books and records of the applicable Debtor (or if the Debtors have been notified in writing, on or before the date that is ten (10) days before the Effective Date, of a change of address, to the changed address); (2) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004, if no address exists in the Debtors' books and records, no Proof of Claim has been filed and the Distribution Agent has not received a written notice of a change of address on or before the date that is ten (10) days before the Effective Date; or (3) on any counsel that has appeared in the Chapter 11 Cases on the holder's behalf. The Debtors, the Reorganized Debtors, and the Distribution Agent, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan.

3. Accrual of Dividends and Other Rights

For purposes of determining the accrual of distributions or other rights after the Effective Date, the New Common Stock shall be deemed distributed as of the Effective Date regardless of the date on which it is actually issued, dated, authenticated, or distributed; *provided, however*, neither Reorganized WoundCo nor the other Reorganized Debtors shall pay any such distributions or distribute such other rights, if any, until after distributions of the New Common Stock actually take place.

4. Compliance Matters

In connection with the Plan, to the extent applicable, the Reorganized Debtors, the Distribution Agent, and any other distributing party shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors, the Distribution Agent, and any other distributing party shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

In the case of any distribution that is subject to withholding, the distributing party may request a holder of an Allowed Claim to complete and return a Form W-8 or W-9, as applicable to each such holder, and any other applicable forms. The distributing party shall have the right not to make a distribution until its withholding obligation is satisfied pursuant to the preceding sentences. If an intended recipient of a non-Cash distribution is required to provide or has agreed to provide the withholding agent with the Cash necessary to satisfy the withholding tax pursuant to this section and such person fails to comply before the date that is 180 days after the request is made, the amount of such distribution shall irrevocably revert to the applicable Reorganized Debtor and any Claim in respect of such distribution shall be discharged and forever barred from assertion against such Reorganized Debtor or its respective property. Any amounts withheld pursuant to the Plan shall be deemed to have been distributed to and received by the applicable recipient for all purposes of the Plan. Notwithstanding the above, each holder of an Allowed Claim that is to receive a distribution under the Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such holder by any governmental unit, including income, withholding, and other tax obligations, on account of such distribution.

5. Foreign Currency Exchange Rate

Except as otherwise provided in a Bankruptcy Court order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to

the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in The Wall Street Journal, National Edition, on the Effective Date.

6. Fractional, Undeliverable, and Unclaimed Distributions

- a. *Fractional Distributions.* Whenever any distribution of fractional shares or units of the New Common Stock would otherwise be required pursuant to the Plan, the actual distribution shall reflect a rounding of such fraction to the nearest share (up or down), with half shares or less being rounded down. Whenever any payment of Cash of a fraction of a dollar pursuant to the Plan would otherwise be required, the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.
- b. *Undeliverable Distributions.* If any distribution to a holder of an Allowed Claim or Interest is returned to the Distribution Agent as undeliverable, no further distributions shall be made to such holder unless and until the Distribution Agent is notified in writing of such holder's then-current address or other necessary information for delivery, at which time all currently due missed distributions shall be made to such holder on the next Distribution Date. Undeliverable distributions shall remain in the possession of the Reorganized Debtors until such time as a distribution becomes deliverable, or such distribution reverts to the Reorganized Debtors or is cancelled pursuant to Article VI.D.6.c of the Plan, and shall not be supplemented with any interest, dividends, or other accruals of any kind.
- c. *Reversion.* Any distribution under the Plan that is an Unclaimed Distribution for a period of six months after distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and such Unclaimed Distribution shall revert in the applicable Reorganized Debtor and, to the extent such Unclaimed Distribution is New Common Stock, shall be deemed cancelled. Upon such reversion, the Claim or Interest of any holder or its successors with respect to such property shall be cancelled, discharged, and forever barred notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws, or any provisions in any document governing the distribution that is an Unclaimed Distribution, to the contrary.

7. Surrender of Cancelled Instruments or Securities

On the Effective Date, each holder of a Certificate shall be deemed to have surrendered such Certificate to the Distribution Agent. Such Certificate shall be canceled solely with respect to the Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis-à-vis one another with respect to such Certificate. Notwithstanding the foregoing paragraph, this Article VI.D.7 shall not apply to any Claims and Interests Reinstated pursuant to the terms of the Plan.

**E. Claims Paid or Payable by Third Parties****1. Claims Paid by Third Parties**

A Claim shall be reduced in full, and such Claim shall be disallowed without an objection to such Claim having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or Reorganized Debtor. To the extent a holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such holder shall repay, return or deliver any distribution held by or transferred to the holder to the applicable Reorganized Debtor to the extent the holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan.

**2. Claims Payable by Insurance Carriers**

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, such Claim may be expunged to the extent of any agreed upon satisfaction on the Claims Register by the Solicitation Agent without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

**3. Applicability of Insurance Policies**

Except as otherwise provided herein, distributions to holders of Allowed Claims shall be in accordance with the provisions of an applicable insurance policy. Except as otherwise expressly provided herein, nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

**F. Setoffs**

Except as otherwise expressly provided for herein, each Reorganized Debtor, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the holder of a Claim, may set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Allowed Claim (before any distribution is made on account of such Allowed Claim), any claims, rights, and Causes of Action of any nature that such Debtor or Reorganized Debtor, as applicable, may hold against the holder of such Allowed Claim, to the extent such claims, rights, or Causes of Action against such holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided, however*, that neither the

failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Reorganized Debtor of any such claims, rights, and Causes of Action that such Reorganized Debtor may possess against such holder. In no event shall any holder of Claims be entitled to set off any such Claim against any claim, right, or Cause of Action of the Debtor or Reorganized Debtor (as applicable), unless such holder has filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in any Proof of Claim or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise.

**G. Allocation Between Principal and Accrued Interest**

Except as otherwise provided herein, the aggregate consideration paid to holders with respect to their Allowed Claims shall be treated pursuant to the Plan as allocated first to the principal amount of such Allowed Claims (to the extent thereof) and, thereafter, to the interest, if any, on such Allowed Claim accrued through the Effective Date.

**ARTICLE VII  
PROCEDURES FOR RESOLVING DISPUTED CLAIMS AND INTERESTS**

**A. Disputed Claims Process**

Except as otherwise provided herein, if a party files a Proof of Claim and the Debtors or the Reorganized Debtors, as applicable, do not determine, and without the need for notice to or action, order, or approval of the Bankruptcy Court, that the Claim subject to such Proof of Claim is Allowed, such Claim shall be Disputed unless Allowed or disallowed by a Final Order or as otherwise set forth in this Article VII of the Plan. For the avoidance of doubt, there is no requirement to file a Proof of Claim (or move the Bankruptcy Court for allowance) to be an Allowed Claim under the Plan. **Except as otherwise provided herein, all Proofs of Claim filed after the Effective Date shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor, without the need for any objection by the Reorganized Debtors or any further notice to or action, order, or approval of the Bankruptcy Court.**

**B. Claims Administration Responsibilities**

Except as otherwise specifically provided in the Plan, after the Effective Date, the Reorganized Debtors shall have the sole authority: (1) to file, withdraw, or litigate to judgment, objections to Claims or Interests; (2) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Reorganized Debtor shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim or Interest, including the Causes of Action retained pursuant to Article IV.P of the Plan.



**C. Adjustment to Claims Without Objection**

Any duplicate Claim or Interest or any Claim or Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Reorganized Debtors without the Reorganized Debtors having to file an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim or Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

**D. No Interest**

Unless otherwise specifically provided for herein or by order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on Claims, and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Disputed Claim (if and when such Disputed Claim becomes an Allowed Claim).

**E. Disallowance of Claims and Interests**

All Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Reorganized Debtors allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (a) the Entity, on the one hand, and the Debtors or the Reorganized Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (b) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

**ARTICLE VIII  
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

**Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy**

Code, in each case whether or not: (a) a Proof of Claim based upon such debt or right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the holder of such a Claim or Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

A. Releases by the Debtors

Notwithstanding anything contained in this Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released and discharged by the Debtors, the Reorganized Debtors, their Estates, and the Releasing Parties from any and all Causes of Action, including any derivative claims, asserted on behalf of the Debtors, that the Debtors, the Reorganized Debtors, or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including management, ownership, or operation thereof), the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, the Plan, the DIP Facility, the DIP Documents, the Exit Facility, the Exit Facility Documents, or any Restructuring Transaction, contract, instrument, release, or other Plan Transaction Document, agreement, or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of the DIP Facility, the pursuit of the Exit Facility, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of the New Common Stock pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

B. Releases by Holders of Claims and Interests

Notwithstanding anything contained in this Plan to the contrary, as of the Effective Date, for good and valuable consideration, each Releasing Party is deemed to have released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all Causes of Action, whether known or unknown, including any derivative claims, asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including management, ownership, or operation thereof), the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the

Restructuring Support Agreement, the DIP Facility, the DIP Documents, the Disclosure Statement, the Plan, the Exit Facility, the Exit Facility Documents, or any Restructuring Transaction, contract, instrument, release, or other Plan Transaction Document, agreement, or document created or entered into in connection with the Restructuring Support Agreement, the DIP Facility, the Disclosure Statement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of the DIP Facility, the pursuit of the Exit Facility, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of the New Common Stock pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

C. Exculpation

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement and related prepetition transactions, the Disclosure Statement, the Plan, the DIP Facility, the DIP Documents, the Exit Facility, the Exit Facility Documents, or any Restructuring Transaction, contract, instrument, release or other Plan Transaction Document, agreement, or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of the DIP Facility, the pursuit of the Exit Facility, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of the New Common Stock pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

D. Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are

**subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.**

**E. Protection Against Discriminatory Treatment**

In accordance with section 525 of the Bankruptcy Code, and consistent with paragraph 2 of Article VI of the United States Constitution, no Governmental Unit shall discriminate against any Reorganized Debtor, or any Entity with which a Reorganized Debtor has been or is associated, solely because such Reorganized Debtor was a Debtor under Chapter 11, may have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before such Debtor was granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

**F. Recoupment**

In no event shall any holder of Claims or Interests be entitled to recoup any Claim or Interest against any claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or Interest or otherwise that such holder asserts, has, or intends to preserve any right of recoupment.

**G. Document Retention**

On and after the Effective Date, the Reorganized Debtors may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Reorganized Debtors.

**H. Reimbursement or Contribution**

If the Bankruptcy Court allows or disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent; or (2) the relevant holder of a Claim has filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

**I. Release of Liens**

Except (a) with respect to the Liens securing the Exit Facility and Other Secured Claims (depending on the treatment of such Claims), or (b) as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and the holders of such mortgages, deeds of trust, Liens, pledges, or other security interests shall execute such documents as may be reasonably requested by the Debtors or the Reorganized Debtors, as applicable, to reflect or effectuate such releases, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns.

**ARTICLE IX  
CONDITIONS TO CONFIRMATION AND EFFECTIVE DATE**

**A. Conditions Precedent to the Effective Date**

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to Article IX.B of the Plan:

1. the Plan and Plan Transaction Documents shall be in a form and substance consistent in all material respects with the Restructuring Support Agreement;
2. the Bankruptcy Court shall have entered the Confirmation Order, in form and substance acceptable to the Debtors, the Requisite Consenting Lenders, and Required Lenders, and, solely with respect to terms and provisions affecting the rights, protections, duties or obligations of the DIP Agent or the First Lien Agent, the DIP Agent or the First Lien Agent, as applicable, consistent with the terms of the Restructuring Support Agreement and such order shall be a Final Order;
3. the Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan;
4. the final version of the Plan Supplement (excluding the Exit Facility and related financing and security documents) and all of the schedules, documents, and exhibits contained

therein shall have been filed in a manner consistent in all material respects with the Plan and shall be in form and substance acceptable to the Debtors and the Requisite Consenting First Lien Lenders or Requisite Consenting Lenders, consistent with the terms of the Restructuring Support Agreement;

5. the New Organizational Documents, in form and substance acceptable to the Debtors and the Requisite Consenting Lenders, shall have been adopted and (where required by applicable law) filed with the applicable authorities of the relevant jurisdictions of organization and shall have become effective in accordance with such jurisdiction's corporation, limited liability company, or alternative comparable laws, as applicable;

6. all Professional fees and expenses of retained professionals required to be approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date have been placed in the Professional Fee Escrow Account pending approval by the Bankruptcy Court;

7. all fees and expenses of (i) the Consenting Lenders' Professionals and (ii) the DIP Agent and DIP Lenders each shall have been paid in full in Cash consistent with the terms of the Restructuring Support Agreement and the Final DIP Order;

8. the Restructuring Support Agreement shall not have terminated and shall be in full force and effect and shall not be (a) identified on the Schedule of Rejected Contracts and Leases or (b) subject of a pending motion to reject Executory Contracts, and the Debtors shall be in compliance therewith;

9. the Debtors shall have implemented the Restructuring Transactions in a manner consistent in all respects with the Plan and, without limiting any definition contained in Article I.A of the Plan or other provision of the Plan, according to documentation acceptable to the Debtors and the Requisite Consenting First Lien Lenders, Requisite Consenting Second Lien Lenders, or Requisite Consenting Lenders, consistent with the terms in the Restructuring Support Agreement; and

10. the Exit Facility Documents shall have been executed and delivered by all of the Entities that are parties thereto, in a manner consistent in all material respects with the Plan, the Restructuring Support Agreement, and otherwise acceptable to the Debtors and the Required Lenders and reasonably acceptable to the Requisite Consenting First Lien Lenders, and all conditions precedent (other than any conditions related to the occurrence of the Effective Date) to the consummation of the Exit Facility shall have been waived or satisfied in accordance with the terms thereof, and the closing of the Exit Facility, shall be deemed to occur concurrently with the occurrence of the Effective Date.

#### **B. Waiver of Conditions Precedent**

The Debtors, with the prior written consent of the Requisite Consenting Lenders in accordance with the terms of the Restructuring Support Agreement (not to be unreasonably withheld), may waive any of the conditions to the Effective Date set forth in Article IX.A of the Plan at any time without any notice to any other parties in interest and without any further notice

to or action, order, or approval of the Bankruptcy Court, and without any formal action other than proceeding to confirm and consummate the Plan.

**C. Effect of Non-Occurrence of Conditions to Consummation**

If prior to Consummation, the Confirmation Order is vacated pursuant to a Final Order, then except as provided in any order of the Bankruptcy Court vacating the Confirmation Order, the Plan will be null and void in all respects, and nothing contained in the Plan or Disclosure Statement shall: (a) constitute a waiver or release of any Claims, Interests, or Causes of Action; (b) prejudice in any manner the rights of any Debtor or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by any Debtor or any other Entity.

**ARTICLE X  
MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN**

**A. Modification of Plan**

Effective as of the date hereof, (a) the Debtors, with the consent of the Requisite Consenting Lenders, the DIP Agent, and the First Lien Agent, as applicable, and in accordance with the terms of the Restructuring Support Agreement (not to be unreasonably withheld), reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan before the entry of the Confirmation Order consistent with the terms set forth herein; and (b) after the entry of the Confirmation Order, the Debtors, with the consent of the Requisite Consenting Lenders, the DIP Agent, and the First Lien Agent, as applicable, and in accordance with the terms of the Restructuring Support Agreement (not to be unreasonably withheld) or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, to remedy any defect or omission, or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan consistent with the terms set forth herein.

**B. Effect of Confirmation on Modifications**

Entry of the Confirmation Order shall constitute approval of all modifications to the Plan occurring after the solicitation thereof pursuant to section 1127(a) of the Bankruptcy Code and a finding that such modifications to the Plan do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

**C. Withdrawal of Plan**

The Debtors, subject to and in accordance with the Restructuring Support Agreement, reserve the right to withdraw the Plan before the Confirmation Date and to file subsequent Chapter 11 plans. If the Debtors withdraw the Plan, or if the Confirmation Date or the Effective Date does not occur, then: (a) the Plan will be null and void in all respects; (b) any settlement or compromise embodied in the Plan, assumption of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant hereto will be null and void in all respects; and (c) nothing contained in the Plan shall (1) constitute a waiver or release

of any Claims, Interests, or Causes of Action, (2) prejudice in any manner the rights of any Debtor or any other Entity, or (3) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity.

## **ARTICLE XI RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Claim or Interest and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;

3. resolve any matters related to Executory Contracts or Unexpired Leases, including: (a) the assumption or assumption and assignment of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Cure or Claims arising therefrom, including pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; and (c) any dispute regarding whether a contract or lease is or was executory or expired; *provided, however*, that any dispute arising under or in connection with the Exit Facility Documents shall be dealt with in accordance with the provisions of the applicable Exit Facility Document;

4. ensure that distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan and adjudicate any and all disputes arising from or relating to distributions under the Plan;

5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of (a) contracts, instruments, releases, indentures, and other agreements or documents approved by Final Order in the Chapter 11 Cases and (b) the Plan, the Confirmation Order, and contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan;

7. enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;



8. grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

9. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;

10. hear, determine, and resolve any cases, matters, controversies, suits, disputes, or Causes of Action in connection with or in any way related to the Chapter 11 Cases, including: (a) with respect to the repayment or return of distributions and the recovery of additional amounts owed by the holder of a Claim or an Interest for amounts not timely repaid pursuant to Article VI.E.1 of the Plan; (b) with respect to the releases, injunctions, and other provisions contained in Article VIII of the Plan, including entry of such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions; (c) that may arise in connection with the Consummation, interpretation, implementation, or enforcement of the Plan, the Confirmation Order, and contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan; or (d) related to section 1141 of the Bankruptcy Code;

11. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

12. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

13. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

14. enter an order or Final Decree concluding or closing the Chapter 11 Cases;

15. enforce all orders previously entered by the Bankruptcy Court; and

16. hear any other matter not inconsistent with the Bankruptcy Code.

## ARTICLE XII MISCELLANEOUS PROVISIONS

### A. **Immediate Binding Effect**

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors.

**B. Additional Documents**

On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan and the Restructuring Support Agreement. The Debtors or the Reorganized Debtors, as applicable, and all holders of Claims and Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

**C. Payment of Statutory Fees**

All fees payable pursuant to 28 U.S.C. § 1930(a) shall be paid for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or a Final Decree is issued, whichever occurs first.

**D. Reservation of Rights**

Except as expressly set forth herein, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the holders of Claims or Interests prior to the Effective Date.

**E. Successors and Assigns**

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

**F. Service of Documents**

After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to the Reorganized Debtors shall be served on:

**Reorganized Debtors**  
**Joerns Healthcare, LLC**  
2430 Whitehall Park Dr., Suite 100  
Charlotte, NC 28273  
Attn.: John Regan, Chief Financial Officer

**Proposed Counsel to Debtors**  
**White & Case LLP**  
1221 Avenue of the Americas  
New York, New York 10020  
Attn.: David M. Turetsky; Philip M. Abelson; and  
John Ramirez

**First Lien Steering Committee**  
**King & Spalding LLP**  
1185 Avenue of the Americas, 34th Floor  
New York, New York 10036  
Attn: W. Austin Jowers; Christopher G. Boies; and  
Michael R. Handler

**United States Trustee**  
**Office of the United States Trustee**  
for the District of Delaware  
[Address]  
Attn.: [Name]

**G. Term of Injunctions or Stays**

**Unless otherwise provided herein or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases (pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court) and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.**

**H. Entire Agreement**

Except as otherwise indicated, and without limiting the effectiveness of the Restructuring Support Agreement, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

**I. Plan Supplement Exhibits**

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are filed, copies of such exhibits and documents shall be made available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from <https://dm.epiq11.com/joerns>, or the Bankruptcy Court's website, available via PACER. Unless otherwise ordered by the Bankruptcy Court, to the extent any exhibit or document in the Plan Supplement is inconsistent with the terms of any part of the Plan that does not constitute the Plan Supplement, such part of the Plan that does not constitute the Plan Supplement shall control.

**J. Non-Severability**

The provisions of the Plan (including its release, injunction, exculpation, and compromise provisions) are mutually dependent and non-severable. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors and the Requisite Consenting Lenders, consistent with the terms set forth herein; and (c) nonseverable and mutually dependent.

**K. Votes Solicited in Good Faith**

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan and any previous plan.

**L. Closing of Chapter 11 Cases**

The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

**M. Waiver or Estoppel**

Each holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, the Restructuring Support Agreement, or papers filed with the Bankruptcy Court prior to the Confirmation Date.

Respectfully submitted,

JOERNS WOUNDCO HOLDINGS, INC., *et al.*  
on behalf of itself and all other Debtors

By:  \_\_\_\_\_

Name: John Regan

Title: Chief Financial Officer