

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

In re:)	
)	Chapter 11
)	
LUCKY BUCKS, LLC <i>et al.</i> ,)	Case No. 23-10758 (KBO)
)	
Debtors. ¹)	(Jointly Administered)
)	
)	Re: Docket No. 20
)	

**ORDER (I) SCHEDULING COMBINED HEARING ON ADEQUACY OF
DISCLOSURE STATEMENT AND CONFIRMATION OF PREPACKAGED PLAN;
(II) ESTABLISHING THE PLAN AND DISCLOSURE STATEMENT OBJECTION
DEADLINES AND RELATED PROCEDURES; (III) APPROVING THE
SOLICITATION PROCEDURES AND FORMS OF BALLOTS; (IV) APPROVING THE
FORM AND MANNER OF NOTICE AND OBJECTION PROCEDURES FOR THE
ASSUMPTION OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED
LEASES; (V) DIRECTING THAT A MEETING OF CREDITORS NOT BE
CONVENED; (VI) WAIVING THE REQUIREMENT OF FILING STATEMENTS OF
FINANCIAL AFFAIRS AND SCHEDULES OF ASSETS AND LIABILITIES; AND
(VII) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above captioned debtors and debtors in possession in the above-captioned Chapter 11 Cases (collectively, the “Debtors”) for entry of an order (this “Order”) (i) scheduling the Combined Hearing on the adequacy of the Disclosure Statement and Confirmation of the Plan; (ii) establishing the Objection Deadline and approving related procedures; (iii) approving the Solicitation Procedures; (iv) approving the form and manner of the Combined Notice; (v) directing that the Office of the U.S. Trustee for the District of Delaware (the

¹ The Debtors in these chapter 11 cases (the “Chapter 11 Cases”), along with the last four digits of each Debtor’s federal identification number, include: (i) Lucky Bucks, LLC (“Lucky Bucks”) (4376); (ii) Lucky Bucks HoldCo, LLC (“Holdco” and, together with Lucky Bucks, the “OpCo Debtors”) (0081), and (iii) Lucky Bucks Holdings LLC (“Holdings”) (3221). The Debtors’ primary mailing address is 5820 Live Oak Parkway, Suite 300, Norcross, Georgia 30093.

² Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Motion, or, if not defined in the Motion, as defined in the Plan or, if not defined in the Plan, in the Disclosure Statement.

“U.S. Trustee”) waive the requirement to convene a Creditors’ Meeting under section 341(a) of the Bankruptcy Code; (vi) extending the deadlines by which the OpCo Debtors and Holdings must file their Schedules and Statements and, upon confirmation of the OpCo Plan and/or the Holdings Plan before the Schedules and Statements Deadline, respectively, waiving the requirements for the OpCo Debtors and/or Holdings, respectively, to file Schedules and Statements; and (vii) granting certain related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and such notice being adequate and appropriate under the circumstances; and this Court having reviewed the Motion and the First Day Declaration, and having heard the statements in support of the relief requested therein at the Combined Hearing before this Court (the “Hearing”); and this Court having found that it may enter this Order consistent with Article III of the United States Constitution; and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is, it is **HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. The following Confirmation Schedule is hereby approved.

Event	Proposed Date/Deadlines
<u>Voting on Holdings Plan</u>	
Voting Record Date for Holdings Plan	June 7, 2023
Commencement of Solicitation for Holdings Plan	June 8, 2023
Voting Deadline for Holdings Plan	July 10, 2023 at 4:00 pm (ET)
<u>Voting on OpCo Plan</u>	
Voting Record Date for OpCo Plan	June 7, 2023
Commencement of Solicitation for OpCo Plan	June 8, 2023
Voting Deadline for OpCo Plan	June 8, 2023, at 8:00 pm (ET)
<u>Other Dates</u>	
Petition Date	June 8, 2023
Deadline to file Assumption Notice	June 26, 2023
Plan Supplement Filing Date	July 10, 2023
Deadline to file proposed Confirmation Order(s)	July 10, 2023
Assumption or Rejection Objection Deadline	July 10, 2023
Confirmation Objection Deadline	July 17, 2023
Deadline to file (i) brief in support of Confirmation of the OpCo Plan and/or the Holdings Plan (including any replies to confirmation objections) (the “ <u>Confirmation Brief</u> ”), (ii) declarations in support of confirmation of the OpCo Plan and/or the Holdings Plan, and (iii) voting certification	July 19, 2023 at 4:00 pm (ET)
Combined Hearing	July 24, 2023 at 9:30 a.m. (ET)

3. The Combined Hearing (at which time this Court will consider, among other things, the adequacy of the Disclosure Statement and Confirmation of the Plan) shall be held before this

Court on July 24, 2023 at 9:30 a.m. (prevailing Eastern Time). The Combined Hearing may be adjourned from time to time by the Court without further notice other than adjournments announced in open court or in the filing of a notice or a hearing agenda in the Chapter 11 Cases and notice of such adjourned date(s) will be available on the electronic case docket.

4. The Debtors are authorized to combine the notice of the Combined Hearing and the Objection Deadlines (and related procedures) with the notice of commencement of the Chapter 11 Cases.

5. Any responses or objections to the adequacy of the Disclosure Statement or Confirmation of the Plan must: (a) be in writing, (b) conform to the applicable Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state the name and address of the objecting party and the amount and nature of the Claim owned by such entity; (d) state, with particularity, the legal and factual basis for the objection, and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (e) be filed with the Court, together with a proof of service, no later than **4:00 p.m. (prevailing Eastern Time) on July 17, 2023** (the “Objection Deadline”). In addition to being filed with the Court, any such response or objection must also be served on the following parties,: (a) the Debtors’ proposed lead counsel (Milbank LLP, 55 Hudson Yards, New York, NY 10001, Attn: Dennis F. Dunne (DDunne@Milbank.com), Tyson Lomazow (Tlomazow@Milbank.com)), (b) the Debtors’ proposed local counsel (Richards, Layton, & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Russell C. Silberglied, Esq. (silberglied @rlf.com) and David T. Queroli, Esq. (queroli@rlf.com)); (c) counsel to the Prepetition Secured Parties (Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Philip Dublin, Esq. (pdublin@akingump.com), Sara Brauner, Esq. (sbrauner@akingump.com) and Anna Kordas,

Esq. (akordas@akingump.com) and Cole Schotz P.C., 500 Delaware Avenue, Suite 1410, Wilmington, DE 19801, Attn: Justin Alberto, Esq. (jalberto@coleschotz.com), (d) counsel to the Ad Hoc Holdings PIK Noteholders, (e) the U.S. Trustee: J. Caleb Boggs Federal Building, 844 N. King Street, Room 2207, Wilmington, DE 19801, Attn: Jane Leamy (jane.m.leafy@usdoj.gov), and (e) proposed counsel to any statutory committee that may be appointed in the Chapter 11 Cases. The Debtors and any other parties supporting Confirmation shall, on or before July 19, 2023, file with the Court (a) any replies in support of the Disclosure Statement or the Plan, (b) the Confirmation Order, and (c) the Confirmation Brief.

6. Pursuant to sections 1125 and 1126 of the Bankruptcy Code and applicable non-bankruptcy law, the Debtors are authorized to continue their prepetition solicitation in respect of the Plan, commenced on June 8, 2023, after the Petition Date, to the extent applicable. To the extent the Debtors received any acceptances or rejections prior to the Petition Date, the Debtors may count such Ballots.

7. The OpCo Voting Record Date of June 7, 2023, and the OpCo Voting Deadlines of June 8, 2023 at 8:00 p.m., prevailing Eastern Time, with respect to Class 3B – Prepetition OpCo First Lien Claims, are approved.

8. The Holdings Voting Record Date of June 7, 2023, and the Holdings Voting Deadlines of July 10, 2023, at 4:00 p.m., with respect to Class 1A Holdings PIK Note Claims, are approved.

9. Subject to entry of the Confirmation Order, the Solicitation Procedures utilized by the Debtors for distribution of the Solicitation Materials as set forth in the Motion in soliciting acceptances and rejections of the Plan, including both the OpCo Plan and Holdings Plan, satisfy the requirements of the Bankruptcy Code and the Bankruptcy Rules and are conditionally approved.

10. Subject to entry of the Confirmation Order, the Ballots, in substantially the forms attached to the Motion as Exhibits 2-A and 2-B are conditionally approved.

11. Subject to entry of the Confirmation Order, the Tabulation Procedures used for the tabulation of votes to accept or reject the Plan as set forth in the Motion and as described in the Solicitation Materials are conditionally approved.

12. The notice of the combined hearing as set forth herein (the “Notice of the Combined Hearing”), substantially in the form attached hereto as Exhibit 1, shall be deemed good and sufficient notice of the Combined Hearing and no further notice need be given. The Debtors shall cause the Claims, Solicitation and Noticing Agent to mail a copy of the notice to their creditors set forth in the Motion no later than June 15, 2023, provided that the notice shall be made no later than the date that is twenty- eight (28) days prior to the Objection Deadline. The notice procedures set forth in the Motion and herein constitute good and sufficient notice of the commencement of the Chapter 11 Cases, the Combined Hearing, the Objection Deadline, and procedures for objecting to the adequacy of the Disclosure Statement and Confirmation of the Plan, and no other or further notice shall be necessary. The Debtors are not required to mail a copy of the applicable Plan or Disclosure Statement to holders of Claims or Interests in the Classes deemed to accept or reject the applicable Plan; *provided, however*, that if any Holder of a Claim, against or Interest in, a Debtor requests from such Debtors, such Debtors’ counsel or the Claims, Solicitation and Noticing Agent a copy of the Plan and/or Disclosure Statement, regardless of whether such holder is in the Voting Class, such Debtors’ counsel or the Claims, Solicitation and Noticing Agent shall serve the requested document or documents on such holder, at such Debtors’ cost, no later than two (2) business days from the date such request is made.

13. The Debtors shall also serve the Notice of the Combined Hearing on (i) the U.S. Trustee; (ii) the Office of the United States Attorney for the District of Delaware; (iii) the Internal Revenue Service; (iv) counsel to any statutory committee appointed in these Chapter 11 Cases; (v) counsel to the TL Ad Hoc Group; (vi) counsel to the RC Ad Hoc Group; (vii) counsel to the Ad Hoc PIK Noteholders Committee; (viii) all parties filing a notice of appearance and request for service pursuant to Bankruptcy Rule 2002 in the Chapter 11 Cases; (ix) all state and local taxing authorities in the states in which the Debtors have tax liability; (x) the Environmental Protection Agency; (xi) all federal, state and local authorities that regulate any portion of the Debtors' business; (xii) the Securities and Exchange Commission; (xiii) all counterparties to executory contracts and unexpired leases; and (xiv) all parties listed on the creditor matrix, to the extent not already covered in (i)-(xiii), no later than June 15, 2023, or as soon as reasonably possible thereafter, provided that the Notice shall be made no later than the date that is twenty-eight (28) days prior to the Objection Deadline.

14. Within forty-eight (48) hours of the service of the Notice, the Debtors shall cause various chapter 11 related documents to be posted (if not already posted thereon) on <https://dm.epiq11/luckybucks.com> (the "Case Website"), including among others, the following: (a) the Plan; (b) the Disclosure Statement; (c) the Motion and this Order; and (d) the Notice.

15. The Debtors are authorized, pursuant to Bankruptcy Rule 2002(l), to provide supplemental publication notice of the Combined Hearing, in substantially the form attached to the Proposed Order as **Exhibit 1**, by publishing a notice of the Combined Hearing in *The New York Times* on a date no later than seven (7) business days after entry of this Order, or as soon as reasonably possible thereafter.

16. The U.S. Trustee is not required to (but may after consulting with the Debtors) convene a meeting of creditors pursuant to section 341(a) of the Bankruptcy Code unless the Plan does not go effective within seventy-five days following the Petition Date, without prejudice to the Debtors' right to request further extensions thereof.

17. Cause exists to waive the requirement that the OpCo Debtors and Holdings file their respective Schedule and Statements if the Plan goes effective within 75 days of the Petition Date, through and including August 25, 2023, without prejudice to the OpCo Debtors' and Holdings' respective rights to request further extensions thereof, in each case without filing a supplemental motion, upon further order of the Court submitted under certification of counsel with prior notice to and an agreement with the U.S. Trustee and any statutory committee appointed in these Chapter 11 Cases; provided, that this relief is without prejudice to the Debtors' rights to request further extensions thereof by motion (including if the Debtors, the U.S. Trustee, and any statutory committee appointed in these Chapter 11 Cases are unable to reach agreement pursuant to the preceding proviso).

18. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

19. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Order in accordance with the Motion.

20. The Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of this Order.

Dated: June 15th, 2023
Wilmington, Delaware

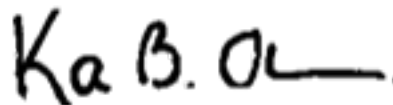

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

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

In re:)	
)	Chapter 11
)	
LUCKY BUCKS, LLC <i>et al.</i> ,)	Case No. 23-10758 (KBO)
)	
Debtors. ¹)	(Jointly Administered)
)	
)	

**NOTICE OF (I) COMMENCEMENT OF BANKRUPTCY CASES,
(II) COMBINED HEARING ON THE DISCLOSURE STATEMENT,
CONFIRMATION OF THE JOINT PREPACKAGED CHAPTER 11 PLAN,
AND RELATED MATTERS, AND (II) RELATED OBJECTION AND
BRIEFING DEADLINES**

NOTICE IS HEREBY GIVEN as follows:

1. On June 8, 2023, the OpCo Debtors commenced a solicitation of votes from holders of Prepetition OpCo First Lien Claims, and Holdings commenced a solicitation of votes from holders of Holdings PIK Note Claims, each pursuant to the *Joint Chapter 11 Plan for Lucky Bucks, LLC, Lucky Bucks HoldCo, LLC and Lucky Bucks Holdings LLC* (as may be amended, modified, or supplemented from time to time and including all exhibits or supplements thereto, the “Plan”), attached as **Exhibit A** to the *Disclosure Statement for the Joint Chapter 11 Plan for Lucky Bucks, LLC, Lucky Bucks HoldCo, LLC and Lucky Bucks Holdings LLC*, dated June 8, 2023 (as may be amended, modified, or supplemented from time to time and including all exhibits or supplements thereto, the “Disclosure Statement”). While filed as a joint plan, the Plan contains both the OpCo Plan and the Holdings Plan, which may be severed on the occurrence of certain conditions precedent.

2. The OpCo Plan was developed in accordance with the terms of that certain restructuring support agreement dated as of June 8, 2023 (as amended from time to time, the “Restructuring Support Agreement”) among the Debtors, the Sponsors (as defined therein), and the Consenting Prepetition Lenders and OpCo DIP Lenders (collectively, the “Consenting

¹ The Debtors in these chapter 11 cases (the “Chapter 11 Cases”), along with the last four digits of each Debtor’s federal identification number, include: (i) Lucky Bucks, LLC (“Lucky Bucks”) (4376); (ii) Lucky Bucks HoldCo, LLC (“HoldCo” and, together with Lucky Bucks, the “OpCo Debtors”) (0081); and (iii) Lucky Bucks Holdings LLC (“Holdings”) (3221). The Debtors’ primary mailing address is 5820 Live Oak Parkway, Suite 300, Norcross, Georgia 30093.

Lenders”). Among other things, the Restructuring Support Agreement obligates the Consenting Lenders to vote to approve the OpCo Plan and support the OpCo Debtors’ restructuring.

3. The above captioned debtors commenced these cases on June 8, 2023 by filing chapter 11 petitions with the United States Bankruptcy Court for the District of Delaware (the “Court”).

4. Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors’ proposed counsel, Milbank LLP and Richards, Layton & Finger, P.A., at the respective addresses specified below. The Plan and the Disclosure Statement also are available for inspection free of charge on the Debtors’ restructuring website at <https://dm.epiq11/luckybucks.com> (the “Case Website”). The Plan and Disclosure Statement is also be available for inspection for a fee on the Bankruptcy Court’s website at www.deb.uscourts.gov (the “Courts’ Website”), and on file with the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, where they will be available for review between the hours of 8:00 a.m. to 4:00 p.m., prevailing Eastern Time.

5. If you have any questions regarding this Notice, the voting instructions, the procedures for voting, or need to obtain additional Solicitation Materials, please contact Epiq Corporate Restructuring, LLC (the Debtors’ proposed Claims, Solicitation and Noticing Agent) by (1) emailing tabulation@epiqglobal.com and reference “Lucky Bucks” in the subject line, or (2) writing to the following address: Lucky Bucks, LLC Ballot Processing, c/o Epiq Corporate Restructuring LLC, 10300 SW Allen Boulevard, Beaverton, OR 97005.

6. **AS FURTHER DESCRIBED HEREIN, PLEASE BE ADVISED THAT ARTICLE IX OF THE PLAN CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING THOSE SET FORTH BELOW. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS SET FORTH IN ARTICLE VIII OF THE PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED. HOLDERS OF CLAIMS AND INTERESTS THAT DO NOT TIMELY OBJECT TO THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN WILL BE DEEMED TO HAVE PROVIDED SUCH RELEASES.**

I. Hearing to Consider Compliance with Disclosure Requirements, Confirmation of the Pre-Packaged Plan, Assumption of Executory Contracts and Unexpired Leases

7. Upon the commencement of the Chapter 11 Cases, it is anticipated that a combined hearing to consider the Disclosure Statement’s compliance with the Bankruptcy Code’s disclosure requirements, confirmation of the Plan, any objections to the foregoing, and any other matter that may properly come before the Bankruptcy Court (the “Combined Hearing”), will be held before the Bankruptcy Court, 824 North Market Street, Wilmington, Delaware 19801, **on July 24, 2023 at 9:30 a.m. (ET)**. The Combined Hearing may be rescheduled from time to time without further notice other than an announcement in open court or in the filing of a notice or a hearing agenda in

the Chapter 11 Cases. Notice of such rescheduled date(s) will be made available on the Case Website.

8. Pursuant to the OpCo Plan, the OpCo Voting Record Date was **June 7, 2023**, which was the date for determining which holders of Claims in Class 3B of the OpCo Plan were entitled to vote on the OpCo Plan. Holders of Claims in Classes other than Class 3B are not entitled to vote on the OpCo Plan as set forth in the table below.

9. Pursuant to the Holdings Plan, the Holdings Voting Record Date was **June 7, 2023**, which was the date for determining which holders of Claims in Class 1A of the Holdings Plan were entitled to vote on the Holdings Plan. Holders of Claims in Classes other than Class 1A are not entitled to vote on the Holdings Plan as set forth in the table below.

Class	Designation	Impairment	Voting Rights
<i>Claims Against and Interests in Holdings</i>			
Class 1A	Holdings PIK Note Claims	Impaired	Entitled to Vote
Class 2A	Holdings Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 3A	Holdings Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 4A	Holdings Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
<i>Claims Against and Interests in the OpCo Debtors</i>			
Class 1B	OpCo Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2B	OpCo Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3B	Prepetition OpCo First Lien Claims	Impaired	Entitled to Vote
Class 4B	OpCo General Unsecured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 5A	OpCo Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 6B	OpCo Intercompany Claims	Unimpaired/Impaired	Not Entitled to Vote (Deemed to Accept or Reject)
Class 7B	OpCo Intercompany Interests	Unimpaired/Impaired	Not Entitled to Vote (Deemed to Accept or Reject)

Class	Designation	Impairment	Voting Rights
Class 8B	OpCo Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

10. The deadline for filing objections (each, an “Objection”) to the Plan and Disclosure Statement is **July 17, 2023, at 4:00 p.m., prevailing Eastern Time, or such other date as the Court may direct** (the “Objection Deadline”). Any such Objections must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest owned by such entity; (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Plan or Disclosure Statement that would resolve such objections; and (e) be filed with the Court with proof of service thereof no later than the Objection Deadline and be served upon the Notice Parties (as defined herein).

11. Objections must be filed with the Bankruptcy Court no later than **July 17, 2023, at 4:00 p.m., prevailing Eastern Time, or such other date as the Court may direct**, and be served upon those parties who have filed a notice of appearance in the Debtors’ Chapter 11 Cases as well as the following parties (the “Notice Parties”):

If to the Debtors:

Lucky Bucks, LLC
5820 Live Oak Parkway, Suite 300
Norcross, Georgia 30071
Attention:
E-mail:

With copies to:

Milbank LLP
55 Hudson Yards
New York, New York 10001
Telephone: (212) 530-5000
Attention: Dennis F. Dunne, Tyson Lomazow
E-mail: DDunne@Milbank.com, Tlomazow@Milbank.com)

and

Richards, Layton, & Finger, P.A.,
One Rodney Square, 920 North King Street
Wilmington, Delaware 19801
Attn: Russell C. Silberglied, David T. Queroli
E-mail: silberglied@rlf.com and queroli@rlf.com

If to the TL Ad Hoc Group:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attn: Philip Dublin, Sara Brauner, and Anna Kordas
Email: pdublin@akingump.com, sbrauner@akingump.com, akordas@akingump.com

and

Cole Schotz P.C.
500 Avenue, Suite 1410
Wilmington, DE 19801
Attn: Justin Alberto
Email: jalberto@coleschotz.com

If to the U.S. Trustee:

Office of the United States Trustee for the District of Delaware
844 King Street, Suite 2207, Lockbox 35
Wilmington, Delaware 19801
Attn: Jane Leamy (jane.m.leafy@usdoj.gov),

If any statutorily is appointed committee in the Chapter 11 Cases:
To its counsel.

12. Any brief in support of confirmation of the Plan and reply to any objections shall be filed on or about **July 19, 2023, at 11:59 p.m., prevailing Eastern Time, or such other date as the Court may direct.**

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, EXCULPATION, DISCHARGE, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

II. Discharge, Releases, Exculpation, and Injunction

13. Please be advised that the Plan contains certain release, exculpation, discharge, and injunction provisions as follows:

A. Relevant Definitions

“Exculpated Parties” means (a) the Debtors and their Estates; (b) the Debtors’ officers, members of the Board of Managers of any Debtor, the managing member (or comparable governing body or Person) of any Debtor, and employees of any Debtor; (c) the Consenting Prepetition Lenders; (d) the Holdings DIP Lenders and the Holdings DIP Agent; (e) the OpCo DIP Lenders and the OpCo DIP Agent; (f) the Holdings Plan Administrator; (g) in a Sale Scenario, each Purchaser and the OpCo Plan Administrator (as applicable); (h) the Holdings Settling Parties; (i) the Committee, if any, and its members, each in its capacity as such, and (j) each Related Party of each Person in clauses (a) through clause (i), in each case, solely in its capacity as such; provided, that if any Person that otherwise would qualify as a Sponsor or Consultant has not signed the Restructuring Support Agreement and the Holdings Settlement Agreement on or prior to, or within six (6) Business Days after, the Petition Date, then such Person shall not be an Exculpated Party in any capacity.

“Related Party” means, each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such equity interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of any Person), accountants, investment bankers, representatives, and other professionals and advisors, and any such Person’s respective successors, assigns, heirs, executors, estates, and nominees.

“Released Party” means each of: (a) the Debtors and their Estates; (b) the Reorganized OpCo Debtors; (c) the Debtors’ officers, members of the Board of Managers of any Debtor, the

managing member (or comparable governing body or Person) of any Debtor, and employees of any Debtor; (d) the Holdings DIP Lenders and the Holdings DIP Agent, (e) the OpCo DIP Lenders and the OpCo DIP Agent; (f) the Consenting Prepetition Lenders; (g) the Prepetition OpCo First Lien Lenders; (h) the Prepetition OpCo First Lien Agent; (i) the Sponsors; (j) the Consultants; (k) all holders of Claims, Interests, or Causes of Action that (i) vote to accept the Plan; (ii) vote to reject the Plan and do not elect to opt out of the releases contained in Article VIII of the Plan; or (iii) are Unimpaired and do not timely File an objection to the releases contained in Article VIII of the Plan that is not resolved before Confirmation; (l) the Holdings Plan Administrator; (m) in the event of one or more Sale Transaction(s), each Purchaser and the OpCo Plan Administrator (if applicable); (n) the Committee and its members, if any, each in its capacity as such; (o) the Holdings Settling Parties; and (p) each Related Party of each Person in clauses (a) through clause (o), in each case, solely in its capacity as such; provided, however, that no Person shall be a Released Party unless such Person is also a Releasing Party hereunder; provided further, that if any Person that otherwise would qualify as a Sponsor or Consultant has not signed the Restructuring Support Agreement and the Holdings Settlement Agreement on or prior to, or within six (6) Business Days after, the Petition Date, then such Person shall not be a Released Party in any capacity.

“Releasing Party” means, in its capacity as such, each of: (a) the Debtors and their Estates; (b) the Reorganized OpCo Debtors; (c) the Debtors’ officers, members of the Board of Managers of any Debtor, the managing member (or comparable governing body or Person) of any Debtor, and employees of any Debtor; (d) the Holdings DIP Lenders and the Holdings DIP Agent; (e) the OpCo DIP Lenders and the OpCo DIP Agent; (f) the Consenting Prepetition Lenders; (g) the Prepetition OpCo First Lien Lenders; (h) the Prepetition OpCo First Lien Agent; (i) the Sponsors; (j) the Consultants; (k) all holders of Claims, Interests, or Causes of Action that (i) vote to accept the Plan; (ii) vote to reject the Plan and do not elect to opt out of the releases contained in Article VIII of the Plan; or (iii) are Unimpaired and do not timely File an objection to the releases contained in Article VIII of the Plan that is not resolved before Confirmation; (l) the Holdings Plan Administrator; (m) in the event of one or more Sale Transaction(s), each Purchaser and the OpCo Plan Administrator (if applicable); (n) the Committee and its members, if any, each in its capacity as such; (o) the Holdings Settling Parties; and (p) each Related Party of each Person in clause (a) through clause (o); provided, that if any Person that otherwise would qualify as a Sponsor or Consultant has not signed the Restructuring Support Agreement and the Holdings Settlement Agreement on or prior to, or within six (6) Business Days after, the Petition Date, then such Person shall not be a Releasing Party in any capacity.

B. Discharge of Claims and Termination of Interests in the OpCo Debtors

14. In the Stand-Alone Restructuring, to the maximum extent provided by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Definitive Documents, the distributions, rights, and treatment provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the OpCo Effective Date, of all Claims, Interests, and Causes of Action against the OpCo Debtors, of any nature whatsoever, whether known or unknown, liquidated or unliquidated, contingent or non-contingent, including any interest accrued on Claims from and after the Petition Date, including demands, liabilities (including withdrawal liability), and Causes of Action that arose before the Effective Date, any liability on account of representations or warranties issued on or before the OpCo Plan 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 is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code on account of a Claim, (b) a Claim is Allowed pursuant to section 502 of the Bankruptcy Code, (c) the holder of such Claim or Interest has accepted the Plan, and (d) any property is distributed or retained pursuant to the Plan on account of such Claim or Interest. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the OpCo Plan Effective Date.

15. In a Sale Scenario, pursuant to the provisions of section 1141(d)(3) of the Bankruptcy Code, the OpCo Debtors shall not be entitled to a discharge and shall be wound down.

C. OpCo Debtors Plan Releases, Exculpation, Injunction and Related Provisions

(a) Releases by the OpCo Debtors

Notwithstanding anything in the OpCo Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the OpCo Plan Effective Date, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each of the OpCo Debtors, their Estates, the Reorganized OpCo Debtors or Wind-Down OpCo Debtor(s), as applicable, and any Person seeking to exercise the rights of any of the OpCo Debtors or their Estates (including any successors to any of the OpCo Debtors or their Estates or any estate representatives appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code), in each case, on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Persons who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of any of the foregoing Persons, from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, contingent or non-contingent, in law, equity, contract, tort or otherwise, that any of the OpCo Debtors, their Estates, the Reorganized OpCo Debtors or Wind-Down OpCo Debtor(s), as applicable, or any successors to or representatives of the foregoing appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of a holder of a Claim against, or Interest in, any of the OpCo Debtors or that any holder of such a Claim or Interest could have asserted on behalf of any of the OpCo Debtors or their Estates, based on, relating to, or in any manner arising from, in whole or in part, any of the OpCo Debtors (including the capital structure, management, ownership, or operations thereof), any Security of any of the OpCo Debtors, the subject matter of, or the transactions or events giving rise to, any such Claim, Cause of Action or Interest, the business or contractual arrangements between any OpCo Debtor and a Released Party, the Prepetition OpCo First Lien Credit Agreement, any of the OpCo Debtors' restructuring efforts, any Avoidance Actions held by any of the OpCo Debtors or their Estates, any intercompany transactions performed by any of the OpCo Debtors, the OpCo Debtors' Chapter 11 Cases (including the Filing thereof and any relief obtained by the OpCo Debtors therein), the formulation, preparation, dissemination, negotiation, or Filing of the OpCo Plan (including the Plan Supplement), the Restructuring Support Agreement, the Disclosure Statement, the Bidding Procedures Order (and the procedures approved

thereby), or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document or other agreement contemplated by the OpCo Plan or the reliance by any Released Party on the OpCo Plan or the Confirmation Order with respect to the OpCo Plan in lieu of such legal opinion) created or entered into in connection with the OpCo Plan, the Restructuring Support Agreement, the Bidding Procedures Order before or during the Chapter 11 Cases, the solicitation of votes on the OpCo Plan, the pursuit of Confirmation of the OpCo Plan, the pursuit of Consummation of the OpCo Plan, the implementation of the OpCo Plan, including the issuance or distribution of Securities or any other property pursuant to the OpCo Plan, or any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the OpCo Plan Effective Date other than Claims and liabilities resulting therefrom arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, in each case, solely to the extent determined by a Final Order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-OpCo Plan Effective Date Claims or obligations of any Person under the OpCo Plan, the Confirmation Order with respect to the OpCo Plan, any Restructuring Transaction, any Definitive Document, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the OpCo Plan.

Entry of the Confirmation Order with respect to the OpCo Plan shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the OpCo Debtors' release, which includes by reference each of the related provisions and definitions contained in the OpCo Plan, and shall constitute the Bankruptcy Court's finding that the OpCo Debtors' release is: (a) in exchange for good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the implementation of the OpCo Plan; (b) a good faith settlement and compromise of the Claims released by the OpCo Debtors' release; (c) in the best interests of the OpCo Debtors and all holders of Claims against, and Interests in, the OpCo Debtors; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of Person to assert any Claim or Cause of Action released pursuant to the OpCo Debtors' release, or any relief obtained by the OpCo Debtors in their Chapter 11 Cases.

(b) Releases by Holders of Claims Against and Interests In the OpCo Debtors

Except as otherwise expressly set forth in the OpCo Plan or the Confirmation Order, on and after the OpCo Plan Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged by each Releasing Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, contingent or non-contingent, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of the OpCo Debtors, that such Person 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, any of the OpCo Debtors (including the capital

structure, management, ownership, or operation thereof), any security of any of the OpCo Debtors or any of the Reorganized OpCo Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the OpCo Plan, the business or contractual arrangements between any OpCo Debtor and any Released Party, the Prepetition OpCo First Lien Credit Facility, the assertion or enforcement of rights and remedies against any of the OpCo Debtors, the OpCo Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions held by any of the OpCo Debtor(s) or their Estates, intercompany transactions between or among an OpCo Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Restructuring Support Agreement, the Disclosure Statement, the Bidding Procedures Order, the OpCo Plan (including, for the avoidance of doubt, the Plan Supplement), or any Restructuring Transaction contemplated by the OpCo Plan, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the Bidding Procedures Order, the OpCo Plan, the Plan Supplement, whether before or during the Chapter 11 Cases, the Filing of the OpCo Debtors' Chapter 11 Cases, the Disclosure Statement or the OpCo Plan, the solicitation of votes with respect to the OpCo Plan, the pursuit of Confirmation of the OpCo Plan, the pursuit of Consummation of the OpCo Plan, the administration and implementation of the OpCo Plan, including the issuance or distribution of securities pursuant to the OpCo Plan, or the distribution of property under the OpCo Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the OpCo Plan Effective Date, other than Claims and liabilities resulting therefrom arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, each solely to the extent as determined by a Final Order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any party of any obligations related to customary banking products, banking services or other financial accommodations (except as may be expressly amended or modified by the OpCo Plan or any other financing document under and as defined therein) or (ii) any post-OpCo Plan Effective Date obligations of any Person under the OpCo Plan, the Confirmation Order, any Stand-Alone Restructuring Transaction, any Definitive Document or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the OpCo Plan, including the OpCo Exit Facility Documents, if any, the Purchase Agreement(s), if any, or any Claim or obligation arising under the OpCo Plan.

Except to the extent a third-party has opted out of the third-party releases in a timely and properly submitted Ballot, entry of the Confirmation Order with respect to the OpCo Plan shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the third-party releases described in the preceding paragraph, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such third-party releases are: (a) consensual; (b) essential to the Confirmation of the OpCo Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties; (d) a good faith settlement and compromise of the Claims released by the third-party releases; (e) in the best interests of the OpCo Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties

asserting any claim or Cause of Action against the OpCo Debtors released pursuant to the third-party releases.

(c) Exculpation from Claims Relating to the OpCo Plan

Except as otherwise specifically provided in the OpCo Plan or the Confirmation Order with respect to the OpCo Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Claims and Causes of Action related to any act or omission in connection with, relating to, or arising out of, the OpCo Debtors Chapter 11 Cases (including the Filing hereof), the formulation, preparation, dissemination, negotiation, Filing, or termination of the Restructuring Support Agreement, the OpCo Plan, the Disclosure Statement, the Bidding Procedures Order, any contract, instrument, release or other agreement or document created or entered into in connection with the OpCo Debtors' Chapter 11 Cases, whether or not included in the Plan Supplement or constituting a Definitive Document, the Restructuring Transaction contemplated by the OpCo Plan, and any prepetition transactions relating to any of the foregoing, including any allegedly preferential or fraudulent transfer, or another claim arising under chapter 5 of the Bankruptcy Code or other applicable law, the pursuit of Confirmation of the OpCo Plan, the pursuit of Consummation of the OpCo Plan, the administration and implementation of the OpCo Plan, including the issuance and distribution of Securities pursuant to the OpCo Plan, or the distribution of property under the OpCo Plan, the OpCo Exit Facility Documents, or any Purchase Agreement(s), or any other related act or omission, transaction, event, or other occurrence taking place on or before the OpCo Plan Effective Date, except for Claims and liabilities resulting therefrom related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by an Exculpated Party.

The Exculpated Parties have and shall be deemed to have participated in the OpCo Debtors' Chapter 11 Cases in good faith and in compliance with the applicable laws, including with regard to the solicitation of votes on, and distribution of consideration under, the OpCo Plan and, therefore, are not, and 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 OpCo Plan or distributions made pursuant to the OpCo Plan. The Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the OpCo Plan in all respects.

(d) Injunction Related to the OpCo Plan

Except as otherwise expressly provided in the OpCo Plan or the Confirmation Order with respect to the OpCo Plan, all Persons who have held, hold, or may hold any Claims or Causes of Action against, or Interests in, the OpCo Debtors that have been released, discharged, or are subject to release or exculpation hereunder are permanently enjoined, from and after the OpCo Plan Effective Date, from taking any of the following actions against any of the OpCo Debtors, the Reorganized OpCo Debtors, the Wind-Down OpCo Debtor(s), as applicable, or any of the other Exculpated Parties or Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with any such Claim, Cause of Action or Interest; (2) enforcing,

attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against any of the Exculpated Parties or Released Parties on account of or in connection with any such Claim, Cause of Action or Interest; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against any of the Exculpated Parties, Released Parties or their property on account of or in connection with or with respect to any such Claim, Cause of Action or Interest; and (4) asserting any right of setoff, subrogation, or recoupment against any obligation due from any of the Exculpated Parties, Released Parties or against their property on account of or in connection with any such Claim, Cause of Action or Interest unless such holder has Filed a motion requesting the right to perform such setoff on or before the OpCo Plan Effective Date and until such motion has been granted (notwithstanding any assertion in a timely Filed Proof of Claim or otherwise that such holder asserts or intends to preserve any such right).

Upon entry of the Confirmation Order with respect to the OpCo Plan, all holders of Claims and Causes of Action against, and Interests in, any of the OpCo Debtors and their respective Related Parties shall be enjoined from taking any actions to interfere with the implementation of the OpCo Plan or any Sale Transaction(s) (if applicable). Except as otherwise set forth in the Confirmation Order with respect to the OpCo Plan, each holder of an Allowed Claim against an OpCo Debtor, by accepting, or being eligible to accept, distributions on account, or Reinstatement of, such Allowed Claim pursuant to the OpCo Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VIII.

D. Discharge of Claims and Termination of Interests in Holdings

Pursuant to the provisions of section 1141(d)(3) of the Bankruptcy Code, Holdings shall not be entitled to a discharge and shall be wound down.

E. Holdings Plan Releases, Exculpation, Injunction and Related Provisions Releases by Holdings

(a) Releases by Holdings

Notwithstanding anything in the Holdings Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Holdings Plan Effective Date, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each of Holdings, its Estate, or Wind-Down Holdings, as applicable, and any Person seeking to exercise the rights of any of Holdings or its Estate (including any successors to any of Holdings or its Estate or any estate representatives appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code), in each case, on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Persons who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of any of the foregoing Persons, from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, contingent or non-contingent, in law, equity, contract, tort or otherwise, that any of Holdings, its Estate, or

Wind-Down Holdings, as applicable, or any successors to or representatives of the foregoing appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of a holder of a Claim against, or Interest in, Holdings, or that any holder of such a Claim or Interest could have asserted on behalf of any of Holdings or its Estate, based on, relating to, or in any manner arising from, in whole or in part, Holdings (including the capital structure, management, ownership, or operations thereof), any Security of Holdings, the subject matter of, or the transactions or events giving rise to, any such Claim, Cause of Action or Interest, the business or contractual arrangements between Holdings and a Released Party, the Holdings PIK Notes, any of Holdings' restructuring efforts, any Avoidance Actions held by any of Holdings or its Estate, any intercompany transactions performed by Holdings, Holdings' Chapter 11 Cases (including the Filing thereof and any relief obtained by Holdings therein), the formulation, preparation, dissemination, negotiation, or Filing of the Holdings Plan (including the Plan Supplement), the Restructuring Support Agreement, the Disclosure Statement, any contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document or other agreement contemplated by the Holdings Plan or the reliance by any Released Party on the Holdings Plan or the Confirmation Order with respect to the Holdings Plan in lieu of such legal opinion) created or entered into in connection with the Holdings Plan or the Restructuring Support Agreement, before or during the Chapter 11 Cases, the solicitation of votes on the Holdings Plan, the pursuit of Confirmation of the Holdings Plan, the pursuit of Consummation of the Holdings Plan, the implementation of the Holdings Plan, including the issuance or distribution of any other property pursuant to the Holdings Plan, or any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Holdings Plan Effective Date other than Claims and liabilities resulting therefrom arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, in each case, solely to the extent determined by a Final Order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Holdings Plan Effective Date Claims or obligations of any Person under the Holdings Plan, the Confirmation Order with respect to the Holdings Plan, any Restructuring Transaction, any Definitive Document, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Holdings Plan.

Entry of the Confirmation Order with respect to the Holdings Plan shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of Holdings' release, which includes by reference each of the related provisions and definitions contained in the Holdings Plan, and shall constitute the Bankruptcy Court's finding that Holdings' release is: (a) in exchange for good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the implementation of the Holdings Plan; (b) a good faith settlement and compromise of the Claims released by Holdings' release; (c) in the best interests of Holdings and all holders of Claims against, and Interests in, Holdings; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of Person to assert

any Claim or Cause of Action released pursuant to Holdings' release, or any relief obtained by Holdings in its Chapter 11 Case.

(b) Releases by Holders of Claims Against and Interests In Holdings

Except as otherwise expressly set forth in the Holdings Plan or the Confirmation Order, on and after the Holdings Plan Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged by each Releasing Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, contingent or non-contingent, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of Holdings, that such Person 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, Holdings (including the capital structure, management, ownership, or operation thereof), any security of Holdings, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Holdings Plan, the business or contractual arrangements between Holdings and any Released Party, the Holdings PIK Notes, the assertion or enforcement of rights and remedies against any of Holdings, Holdings' in- or out-of-court restructuring efforts, any Avoidance Actions held by any of Holdings or its Estate, intercompany transactions between or among Holdings and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Restructuring Support Agreement, the Disclosure Statement, the Holdings Plan (including, for the avoidance of doubt, the Plan Supplement), or any Restructuring Transaction contemplated by the Holdings Plan, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the Holdings Plan, the Plan Supplement, whether before or during the Chapter 11 Cases, the Filing of Holdings' Chapter 11 Cases, the Disclosure Statement or the Holdings Plan, the solicitation of votes with respect to the Holdings Plan, the pursuit of Confirmation of the Holdings Plan, the pursuit of Consummation of the Holdings Plan, the administration and implementation of the Holdings Plan, or the distribution of property under the Holdings Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Holdings Plan Effective Date, other than Claims and liabilities resulting therefrom arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, each solely to the extent as determined by a Final Order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any party of any obligations related to customary banking products, banking services or other financial accommodations (except as may be expressly amended or modified by the Holdings Plan or any other financing document under and as defined therein) or (ii) any post-Holdings Plan Effective Date obligations of any Person under the Holdings Plan, the Confirmation Order, any Definitive Document or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Holdings Plan, or any Claim or obligation arising under the Holdings Plan.

Except to the extent a third-party has opted out of the third-party releases in a timely and properly submitted Ballot, entry of the Confirmation Order with respect to the Holdings Plan shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the third-party releases described in the preceding paragraph, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such third-party releases are: (a) consensual; (b) essential to the Confirmation of the Holdings Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties; (d) a good faith settlement and compromise of the Claims released by the third-party releases; (e) in the best interests of Holdings and its Estate; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action against Holdings released pursuant to the third-party releases.

(c) **Exculpation from Claims Relating to the Holdings Plan**

Except as otherwise specifically provided in the Holdings Plan or the Confirmation Order with respect to the Holdings Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Claims and Causes of Action related to any act or omission in connection with, relating to, or arising out of, Holdings' Chapter 11 Cases (including the Filing hereof), the formulation, preparation, dissemination, negotiation, Filing, or termination of the Restructuring Support Agreement, the Holdings Plan, the Disclosure Statement, any contract, instrument, release or other agreement or document created or entered into in connection with Holdings' Chapter 11 Cases, whether or not included in the Plan Supplement or constituting a Definitive Document, and any prepetition transactions relating to any of the foregoing, including any allegedly preferential or fraudulent transfer, or another claim arising under chapter 5 of the Bankruptcy Code or other applicable law, the pursuit of Confirmation of the Holdings Plan, the pursuit of Consummation of the Holdings Plan, the administration and implementation of the Holdings Plan, or the distribution of property under the Holdings Plan, or any other related act or omission, transaction, event, or other occurrence taking place on or before the Holdings Plan Effective Date, except for Claims and liabilities resulting therefrom related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by an Exculpated Party.

The Exculpated Parties have and shall be deemed to have participated in Holdings' Chapter 11 Cases in good faith and in compliance with the applicable laws, including with regard to the solicitation of votes on, and distribution of consideration under, the Holdings Plan and, therefore, are not, and 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 Holdings Plan or distributions made pursuant to the Holdings Plan. The Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Holdings Plan in all respects.

(d) **Injunction Related to Holdings Plan**

Except as otherwise expressly provided in the Holdings Plan or the Confirmation Order with respect to the Holdings Plan, all Persons who have held, hold, or may hold any Claims or Causes of Action against, or Interests in, Holdings that have been released, discharged, or are subject to release or exculpation hereunder are permanently enjoined, from and after the Holdings Plan Effective Date, from taking any of the following actions against any of Holdings or Wind-Down Holdings, as applicable, or any of the other Exculpated Parties or Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with any such Claim, Cause of Action or Interest; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against any of the Exculpated Parties or Released Parties on account of or in connection with any such Claim, Cause of Action or Interest; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against any of the Exculpated Parties, Released Parties or their property on account of or in connection with or with respect to any such Claim, Cause of Action or Interest; and (4) asserting any right of setoff, subrogation, or recoupment against any obligation due from any of the Exculpated Parties, Released Parties or against their property on account of or in connection with any such Claim, Cause of Action or Interest unless such holder has Filed a motion requesting the right to perform such setoff on or before the Holdings Plan Effective Date and until such motion has been granted (notwithstanding any assertion in a timely Filed Proof of Claim or otherwise that such holder asserts or intends to preserve any such right).

Upon entry of the Confirmation Order with respect to the Holdings Plan, all holders of Claims and Causes of Action against, and Interests in, any of Holdings and their respective Related Parties shall be enjoined from taking any actions to interfere with the implementation of the Holdings Plan. Except as otherwise set forth in the Confirmation Order with respect to the Holdings Plan, each holder of an Allowed Claim against Holdings, by accepting, or being eligible to accept, distributions on account, or Reinstatement of, such Allowed Claim pursuant to the Holdings Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VIII.

III. Treatment Of Executory Contracts and Unexpired Leases

16. Please be advised that the Plan contains certain provisions relating to Executory Contracts and Unexpired Leases for the OpCo Debtors¹ as follows:

A. Assumption of Executory Contracts and Unexpired Leases

(a) In a Sale Scenario:

17. On the OpCo Plan Effective Date, (i) each Executory Contract and Unexpired Lease designated for assumption and assignment to a Purchaser in accordance with any Purchase Agreement shall be assumed by the applicable OpCo Debtor and assigned to the applicable Purchaser pursuant to the terms of the applicable Purchase Agreement and applicable orders of the Bankruptcy Court, and (ii) all Executory Contracts and Unexpired Leases not designated for

¹ It is not believed that Holdings is a party to any executory contracts or leases. Any executory contract or lease to which it is discovered that Holdings is a party will be deemed rejected pursuant to the Holdings Plan.

assumption and assignment to the Purchaser in any Purchase Agreement shall be automatically rejected.

18. Each Executory Contract and Unexpired Lease assumed pursuant to this Article V.A.1 and assigned to a Purchaser, shall vest in and be fully enforceable by the applicable Purchaser in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court.

(b) In a Stand-Alone Restructuring Scenario:

19. On the OpCo Plan Effective Date, except as otherwise provided in the Plan or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, all Executory Contracts and Unexpired Leases shall be deemed rejected under section 365 of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, under section 365 of the Bankruptcy Code unless such Executory Contract or Unexpired Lease: (1) was previously assumed by an OpCo Debtor; (2) expired or was terminated pursuant to its own terms or by agreement of the parties thereto; (3) is the subject of a motion to assume filed by the OpCo Debtors on or before the date of entry of the applicable Confirmation Order; or (4) is listed on the Assumed Executory Contracts and Unexpired Leases List; provided, that that rejections of Unexpired Leases of non-residential real property shall be effective as of the later of (a) the OpCo Plan Effective Date and (b) the date on which the leased premises are unconditionally surrendered to the landlord under such rejected Unexpired Lease.

20. Each Executory Contract and Unexpired Lease assumed pursuant to this Article V.A.2 of the Plan, shall re-vest in and be fully enforceable by the applicable Reorganized OpCo Debtor in accordance with its terms, except as such terms are modified by the provisions of the Plan or any order of the Bankruptcy Court.

B. Approval of Assumption, Assignment and Rejection

21. Entry of the Confirmation Order shall, subject to and upon the occurrence of the OpCo Plan Effective Date and/or the Holdings Plan Effective Date, as applicable, constitute the Bankruptcy Court's approval of the assumptions, assignments or rejections, as applicable, of the Executory Contracts and Unexpired Leases under the Plan. Any motion of the OpCo Debtors or Holdings to assume an Executory Contract or Unexpired Lease pending on the OpCo Plan Effective Date or the Holdings Plan Effective Date, as applicable, shall be subject to approval by the Bankruptcy Court by a Final Order.

22. Notwithstanding anything to the contrary in the Plan, the Debtors and the Reorganized OpCo Debtors, as applicable, reserve the right to amend, modify, or supplement the Assumed Executory Contracts and Unexpired Leases List to add or remove any Executory Contract or Unexpired Lease to such list at any time prior to the OpCo Plan Effective Date or the Holdings Plan Effective Date, as applicable, (or prior to such later date as may be designated in any Purchase Agreement, as applicable), subject to the consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders). The Debtors or the Reorganized

OpCo Debtors shall provide notice of any amendments to the Assumed Executory Contracts and Unexpired Leases List to their counterparties affected thereby.

C. Claims Based on Rejection of Executory Contracts or Unexpired Leases

23. Unless otherwise provided by a Final Order, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to the Plan, if any, must be Filed with the Bankruptcy Court within 30 days after the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, or (3) the OpCo Plan Effective Date or the Holdings Plan Effective Date, as applicable. All Allowed Claims arising from the rejection of a Debtor's Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims against such Debtor.

24. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time shall be automatically Disallowed, released, and discharged, and forever barred from assertion without the need for any objection or further notice to, or action, order, or approval of, the Bankruptcy Court or any other Person, any such Claim shall be released, and discharged, notwithstanding anything in the Schedules or any Proof of Claim to the contrary, and such Claim shall not be enforceable against the Debtors, the Reorganized OpCo Debtors, the Estates, or the Wind-Down OpCo Debtor(s) as applicable, or their respective properties.

D. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed

25. Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied by the applicable Debtor(s) party to such Executory Contract or Unexpired Lease, pursuant to section 365(b)(1) of the Bankruptcy Code, (i) in a Stand-Alone Restructuring Scenario, by payment of the Cure Amount in Cash on the OpCo Plan Effective Date by the OpCo Debtors or on such other terms as the parties to such Executory Contracts or Unexpired Leases, with the consent of the Required Consenting Lenders, may agree and (ii) in a Sale Scenario, in accordance with the Assumption and Assignment Procedures and the terms of the applicable Purchase Agreement(s). In a Stand-Alone Restructuring Scenario, in the event of an unresolved dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized OpCo Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code), or (3) any other matter pertaining to assumption, the payment of the Cure Amount required by section 365(b)(1) of the Bankruptcy Code shall be resolved by a Final Order.

26. At least seven (7) calendar days prior to the deadline to object to Confirmation of the applicable Plan, the applicable Debtors shall serve on the applicable counterparties notices of proposed assumption and proposed Cure Amounts to be served on the applicable counterparties. **Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption or Cure Amount must be Filed and served to be actually received by the applicable Debtor(s) at least three (3) calendar days prior to the Confirmation Hearing.**

27. Any counterparty to an Executory Contract or Unexpired Lease designated for assumption that fails to object timely to the proposed assumption, Cure Amount or adequate assurance of future performance shall be deemed to have consented to all of the foregoing.

28. Assumption (or assumption and assignment, as applicable) of an Executory Contract or Unexpired Lease pursuant to the Plan shall result in the full release and satisfaction of any 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 such Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.**