

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

In re:

MATTRESS FIRM, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 18-12241 (CSS)

(Jointly Administered)

Ref. Docket Nos. 22, 23 & 181

AS FURTHER DESCRIBED HEREIN, PLEASE BE ADVISED THAT ARTICLE X OF THE PLAN CONTAINS CERTAIN DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING THOSE SET FORTH BELOW. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS SET FORTH IN ARTICLE X OF THE PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED. YOU MAY OPT OUT OF CERTAIN OF THE RELEASES PURSUANT TO ARTICLE X OF THE PLAN. IF YOU DO NOT TIMELY COMPLETE AN OPT OUT ELECTION FORM, YOU WILL BE DEEMED TO HAVE CONSENTED TO SUCH RELEASES.

**NOTICE OF (I) COMMENCEMENT OF PREPACKAGED
CHAPTER 11 BANKRUPTCY CASES, (II) COMBINED HEARING
ON DISCLOSURE STATEMENT APPROVAL, PLAN CONFIRMATION,
AND RELATED MATTERS, (III) OBJECTION DEADLINE AND RELATED
PROCEDURES, AND (IV) SUMMARY OF THE PLAN OF REORGANIZATION**

NOTICE IS HEREBY GIVEN as follows:

On October 5, 2018, (the “Petition Date”), Mattress Firm, Inc. and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) filed with the United States Bankruptcy Court for the District of Delaware (the “Court”) the *Joint Prepackaged Chapter 11 Plan of Reorganization for Mattress Firm, Inc. and Its Debtor Affiliates* [D.I. 22] (the “Plan”) and a proposed *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization for Mattress Firm, Inc. and Its Debtor Affiliates* [D.I. 23] (the “Disclosure Statement”) pursuant to sections 1125 and 1126(b) of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”). Copies of the Plan and the Disclosure Statement may be obtained upon request of the Debtors’ proposed counsel at the address specified below and are on file with the Clerk of the Bankruptcy Court, 824 North

¹ The last four digits of Mattress Firm, Inc.’s federal tax identification number are 6008. The Debtors’ mailing address is 10201 S. Main Street, Houston, Texas 77025. Due to the large number of Debtors in these chapter 11 cases, which are being jointly administered, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. This information may be obtained on the website of the Debtors’ noticing and claims agent at <http://dm.epiq11.com/MattressFirm> or by contacting counsel for the Debtors.

Market Street, 3rd Floor, Wilmington, Delaware 19801, where they are available for review between the hours of 8:00 a.m. to 4:00 p.m. (prevailing Eastern Time). The Plan and the Disclosure Statement also are available for inspection on the Court's website at www.deb.uscourts.gov or free of charge by visiting the Debtors' restructuring website maintained by the Debtors' claims and noticing agent, Epiq Corporate Restructuring, LLC (the "Claims and Noticing Agent"), at <http://dm.epiq11.com/MattressFirm>.² Copies of the Plan and the Disclosure Statement may also be obtained by calling the Claims and Noticing Agent at (877) 214-3592 (U.S. toll free) or + 1 (503) 520-4465 (international) or sending an email message to mattressfirm@epiqglobal.com.

The Plan is a "prepackaged" plan of reorganization agreed to by the Debtors and the parties to the Plan Support Agreement, a copy of which is attached to the Disclosure Statement as **Exhibit A**. The primary features of the Plan are as follows:

- All of the Debtors' prepetition secured debt will be paid in full, including (a) a roll-up of the full outstanding amount under the Prepetition ABL Facility, in addition to the outstanding letters of credit thereunder, and (b) payment in full in cash of the Prepetition Term Loan Facility.
- No class of claims is impaired under the Plan.
- General unsecured claims—other than claims arising under the Intra-Group Loan Agreement—including all lease rejection claims that are allowed under section 502(b)(6) of the Bankruptcy Code, will be paid in full in cash in accordance with the applicable provisions of the Bankruptcy Code.
- Distributions under the Plan will be funded with the proceeds of a secured term loan facility (as defined in the Plan, the "Exit Term Loan Facility").
- On the Effective Date of the Plan, the Debtors anticipate securing access to a secured revolving credit facility (as defined in the Plan, the "Exit ABL Facility"), which is expected to be undrawn, that will provide additional liquidity for their post-bankruptcy operations.
- The equity of Reorganized Debtor Mattress Holdco, Inc. ("MF Holdco"), the direct or indirect parent of each of the other Debtors, will continue to be held by Mattress Firm Holding Corp. ("MFHC"), the current parent company of MF Holdco, after the effective date of the Plan.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan or the Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Plan and the Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Plan or documents referred therein. To the extent there is a discrepancy between the terms set forth herein and the terms of the Plan or the Disclosure Statement, the Plan or the Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Plan, please refer to the Disclosure Statement.

- The lenders who are providing the Exit Term Loan Facility will receive equity and payment-in-kind debt as additional consideration for their financing commitments. This equity and payment-in-kind debt will be issued by either MF Holdco or Stripes US Holding, Inc. (“Stripes”), a non-Debtor Affiliate of the Debtors and the direct parent company of MFHC, depending on the outcome of a tax analysis that the Debtors and their advisors are currently performing. Because it is possible that MF Holdco will be issuing the equity, the Interests in MF Holdco are subject to potential dilution and are therefore being treated as impaired under the Plan. MFHC, as the sole holder of the Interests in MF Holdco, has already voted to accept the Plan. All other Class of Claims and Interests are Unimpaired under the Plan.
- The non-Debtor affiliates of Mattress Firm that are parties to the Intra-Group Loan Agreement as lenders, Steinhoff Europe AG (“SEAG”) and Steinhoff Möbel Holding Alpha GmbH (“Möbel”), have agreed to receive no distributions under the Plan on account of their unsecured guarantee claims against the Debtors. Moreover, SEAG and Möbel have agreed, and their creditors have consented, to a gratuitous capital contribution of the remaining claims against Stripes and MFHC under the Intra-Group Loan Agreement.
- On the effective date of the Plan, the guarantee obligations of each Debtor under the Intra-Group Loan Agreement will be released.

The Holder of Interests in MF Holdco, as the only party that voted on the Plan, voted to accept the Plan. The Debtors believe that any valid alternative to confirmation of the Plan could result in significant delays, litigation, and additional costs, and, ultimately, would jeopardize recoveries for Holders of Allowed Claims and Interests.

Objections to the Plan or Disclosure Statement

Any objections (each, an “Objection”) to the Plan or the Disclosure Statement must: (i) be in writing; (ii) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware; and (iii) 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.

Objections must be filed with the Court and served upon the following parties (collectively, the “Notice Parties”) no later than **4:00 p.m. (Prevailing Eastern Time) on November 7, 2018**: (i) the Debtors, Mattress Firm, Inc., 10201 South Main Street, Houston, Texas 77025, Attn: Kindel Elam; (ii) proposed counsel to the Debtors, Sidley Austin LLP, One South Dearborn, Chicago, Illinois 60603, Attn: Bojan Guzina and Matthew E. Linder; (iii) proposed co-counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon L. Morton and Ashley E. Jacobs; (iv) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Linda Richenderfer; (v) counsel to the DIP Agents and Prepetition ABL Agents, Paul Hastings LLP, MetLife Building, 200 Park Avenue, New York, New York 10166, Attn: Paul V. Tenzer, Morgan, Lewis & Bockius LLP, One Federal Street, Boston, Massachusetts 02110-1726, Attn:

Marc R. Leduc, and Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Mark D. Collins and Jason M. Madron; (vi) counsel to the Prepetition Term Loan Lender, Linklaters LLP, 601 13th Street NW #400, Washington, D.C. 20005, Attn: Amy Edgy, and 1345 6th Avenue, New York, New York 10105, Attn: Christopher Hunker; (vii) co-counsel to the exit term loan financing backstop group, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022, Attn: Adam Goldberg, and Ashby & Geddes, P.A., 500 Delaware Avenue, 8th Floor, Wilmington, Delaware 19801, Attn: William Bowden; (viii) counsel to any statutory committee appointed in these chapter 11 cases; and (ix) those parties who have filed a notice of appearance in these chapter 11 cases.

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

**Hearing on Confirmation of the Plan, the Adequacy
of the Disclosure Statement, and Related Matters**

The hearing (the “Combined Hearing”) will be held before the Honorable Christopher S. Sontchi, Chief United States Bankruptcy Judge, 5th floor, in Courtroom No. 6 of the United States Bankruptcy Court, 824 North Market Street, Wilmington, Delaware, 19801, on **November 16, 2018, at 9:30 a.m. (prevailing Eastern Time)** to consider the adequacy of the Disclosure Statement, Confirmation of the Plan, any Objections to any of the foregoing, and any other matter that may properly come before the Court. Please be advised that the Combined Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment or hearing agenda filed with the Court.

Section 341(a) Meeting of Creditors

A meeting of creditors pursuant to section 341(a) of the Bankruptcy Code (the “Creditors’ Meeting”) will be deferred until December 19, 2018. **If the Plan is confirmed by December 19, 2018, a Creditors’ Meeting will not be convened.** If the Creditors’ Meeting will be convened, the Debtors will file, serve on the parties to whom it served this Notice, and post on the Claims and Noticing Agent’s website at <http://dm.epiq11.com/MattressFirm>, not less than seven (7) days before the date scheduled for such meeting, a notice of the date, time, and place of the Creditors’ Meeting. The Creditors’ Meeting may be adjourned or continued from time to time by notice at such meeting, without further notice to creditors.

Summary of Plan Treatment and Expected Recoveries

The following chart summarizes the treatment provided by the Plan to each Class of Claims and Interests in the Debtor, and indicates the voting status of each Class.

Class	Claim or Interest	Voting Rights	Treatment	Plan Recovery
1	Other Priority Claims	Not Entitled to Vote / Presumed to Accept	Paid in full/ Unimpaired	100%
2	Other Secured Claims	Not Entitled to Vote / Presumed to Accept	Paid in full/ Collateral Returned/ Reinstated/ Unimpaired	100%
3	Prepetition ABL Claims	Not Entitled to Vote / Presumed to Accept	Paid in full/ Unimpaired	100%
4	Prepetition Term Loan Claims	Not Entitled to Vote / Presumed to Accept	Paid in full/ Unimpaired	100%
5	General Unsecured Claims	Not Entitled to Vote / Presumed to Accept	Paid in full/ Released/ Unimpaired	100% ³
6	Intercompany Claims	Not Entitled to Vote / Presumed to Accept	Reinstated/ Unimpaired	100%
7	Interests in MF Holdco	Entitled to Vote	Reinstated/ potentially subject to dilution/Impaired	<100%
8	Intercompany Interests	Not Entitled to Vote / Presumed to Accept	Reinstated/ Unimpaired	100%

Discharge, Injunctions, Exculpation, and Releases

Please be advised that the Plan contains certain discharge, release, exculpation, and injunction provisions as follows:⁴

A. Relevant Definitions

“Exculpated Fiduciaries” means each of the following solely in their capacities as such: (a) the Debtors; (b) the Reorganized Debtors; and (c) with respect to each of (a) and (b), to the extent employed in such capacities on or after the Petition Date, each of their respective directors, officers, partners, managers, trustees, assigns, employees, agents, advisory board members, attorneys, financial advisors, investment bankers, accountants, consultants and other professionals or representatives.

³ As stated above, each Holder of an Allowed General Unsecured Claim that is an Intra-Group Loan Claim has, in accordance with section 1123(a)(4) of the Bankruptcy Code, agreed to less favorable treatment of such Allowed Intra-Group Loan Claim. Specifically, each Holder of an Allowed Intra-Group Loan Claim against each Debtor has agreed to receive no distributions under the Plan solely on account of such Allowed Intra-Group Loan Claims, and the Intra-Group Loan Guarantees by such Debtors shall be released on the Effective Date.

⁴ The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights.

“Exculpated Parties” means, collectively, the Exculpated Fiduciaries and the Section 1125(e) Parties.

“Related Parties” means, with respect to any Entity, such Entity’s predecessors, successors and assigns (whether by operation of law or otherwise) and their respective present Affiliates and subsidiaries and each of their respective current members, partners, equity holders, controlling persons, officers, directors, employees, managers, shareholders, partners, financial advisors, attorneys, accountants, investment bankers, consultants, agents and professionals each acting in such capacity (solely in their capacity as such), and any Entity claiming by or through any of them (including their respective officers, directors, managers, shareholders, partners, employees, equity holders, members, and professionals).

“Released Parties” means, collectively, the following Entities, solely in their capacities as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Prepetition ABL Agent, (d) the Prepetition ABL Lenders, (e) the Prepetition Term Loan Lender, (f) the Intra-Group Lenders, (g) the DIP Agents, (h) the DIP Lenders, (i) the Exit Agents, (j) the Exit Lenders, (k) the Plan Support Parties, and (l) MFHC, and, with respect to each of the foregoing Entities specified in clauses (a) through (l), such Entities’ Related Parties; provided, however, that any Holder of a Claim or Interest that validly “opts out” by timely returning an Opt-Out Election Form shall not be a “Released Party.”

“Releasing Parties” means, collectively, the following Entities, solely in their capacities as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the Prepetition ABL Agent, (d) the Prepetition ABL Lenders, (e) the Prepetition Term Loan Lender, (f) the Intra-Group Lenders, (g) the DIP Agents, (h) the DIP Lenders, (i) the Exit Agents, (j) the Exit Lenders, (k) the Plan Support Parties, (l) MFHC, and (m) all Holders of Claims or Interests that are presumed to accept this Plan pursuant to section 1126(f) of the Bankruptcy Code, and, with respect to each of the foregoing Entities specified in clauses (a) through (m), such Entities’ Related Parties; provided, however, that any Holder of a Claim or Interest that validly “opts out” by timely returning an Opt-Out Election Form shall not be a “Releasing Party.”

“Section 1125(e) Parties” means each of the following, solely in their respective capacities as such: (a) the Prepetition ABL Agent, (b) the Prepetition ABL Lenders, (c) the Prepetition Term Loan Lender, (d) the Intra-Group Lenders, (e) the DIP Agents, (f) the DIP Lenders, (g) the Exit Agents, (h) the Exit Lenders, and (i) the Plan Support Parties, and, with respect to each of the foregoing parties under (a) through (i), such Entities’ Related Parties, directors, officers, and professionals.

B. Discharge of the Debtors

Except as expressly provided in the Plan or the Confirmation Order (including to the extent any Claims are Reinstated under the Plan), all consideration distributed under the Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and

release of, all Claims of any nature whatsoever against the Debtors or any of their assets or properties and, regardless of whether any property shall have been abandoned by order of the Bankruptcy Court, retained, or distributed pursuant to the Plan on account of such Claims, upon the Effective Date, each of the Debtors shall be deemed discharged and released under section 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims, including, but not limited to, demands and liabilities that arose before the Effective Date, and all debts of the kind specified in section 502 of the Bankruptcy Code, whether or not (a) a Proof of Claim based upon such debt is filed or deemed filed under section 501 of the Bankruptcy Code, (b) a Claim based upon such debt is Allowed under section 502 of the Bankruptcy Code, (c) a Claim based upon such debt is or has been disallowed by order of the Bankruptcy Court, or (d) the Holder of a Claim based upon such debt is deemed to have accepted the Plan.

C. Discharge Injunction

As of the Effective Date, except as expressly provided in the Plan or the Confirmation Order, all Entities shall be precluded from asserting against the Debtors or the Reorganized Debtors any Claims, debts, rights, causes of action, claims for relief, liabilities, or equity interests relating to the Debtors that have been released, discharged, or exculpated pursuant to the Plan and which are based upon any act, omission, transaction, occurrence, or other activity of any nature that occurred prior to the Effective Date. In accordance with the foregoing, except as explicitly provided in the Plan or the Confirmation Order, the Confirmation Order shall be a judicial determination of discharge of all Claims and other debts and liabilities against the Debtors pursuant to section 524 and 1141 of the Bankruptcy Code, and such discharge shall void any judgment obtained against the Debtors at any time to the extent such judgment relates to a discharged Claim.

D. Releases by the Debtors

As of the Effective Date, except (i) for the right to enforce the Plan or any right or obligation arising under the Definitive Documents or an assumed contract that remains in effect or becomes effective after the Effective Date or (ii) as expressly provided in the Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties to facilitate and implement the reorganization of the Debtors, as an integral component of the Plan, as of the Effective Date, the Debtors, the Reorganized Debtors, and each of their respective current and former Affiliates (with respect to non-Debtors, to the extent permitted by applicable law), on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to the Bankruptcy Code, shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release, waive, void, extinguish, and discharge, each and all of the Released Parties of and from any and all Causes of Action (including, without limitation, Avoidance Actions), any and all other Claims, Interests, obligations, rights, demands, suits, judgments, damages, debts, remedies, losses and liabilities of any nature whatsoever (including any derivative claims or Causes of Action asserted or that may be asserted on behalf of the

Debtors, the Reorganized Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, contract, tort or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date (including before the Petition Date) in connection with or related to the Debtors, the Reorganized Debtors, their respective assets and properties, and the Estates, the Chapter 11 Cases, the Plan Support Agreement, the DIP Credit Facilities, Intra-Group Loan Guarantees, the Prepetition Debt Documents, the Plan, the Disclosure Statement, and any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, including the distribution of property under the Plan, the execution and delivery of the Exit Facilities, 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 related or relating to the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article X.D.1 of the Plan shall not be construed as (a) releasing any Released Party from Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, or (b) releasing any post-Effective Date obligations of any Entity under the Plan or any document, instrument, or agreement executed to implement the Plan or Reinstated under the Plan.

E. Releases by Certain Holders of Claims

Except as expressly provided in the Plan or the Confirmation Order, as of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, including, without limitation, the service of the Released Parties to facilitate the reorganization of the Debtors, as an integral component of the Plan, each Releasing Party shall, and shall be deemed to, expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release, waive, void, extinguish, and discharge each Debtor, Reorganized Debtor, and other Released Party from any and all Claims, Interests, obligations, rights, demands, suits, judgments, Causes of Action, damages, debts, remedies, losses and liabilities of any nature whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors, the Reorganized Debtors, or their Estates, that such Releasing Party would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, contract, tort or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date (including before the Petition Date) in connection with or related to the Debtors, the Reorganized Debtors, their respective assets and properties, and the Estates, the Chapter 11 Cases, the Plan Support Agreement, the DIP Credit Facilities, the Intra-Group Loan Guarantees, the Prepetition Debt Documents, the Plan, the Disclosure Statement, the Exit Facilities, and any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Cases the pursuit of Confirmation, the administration and implementation of

the Plan, including 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 related or relating to the foregoing; **provided, however,** that the releases set forth in Article X.D.2 of the Plan shall not constitute a release of any claims held by the Intra-Group Lenders other than with respect to the Intra-Group Loan Guarantees. Notwithstanding the foregoing, the releases set forth in Article X.D.2 of the Plan shall not be granted or be deemed to have been granted by any Entity who returns the Opt-Out Election Form, within thirty (30) days after entry of the Effective Date, to the address specified on the Opt-Out Election Form, specifying that such Entity elects not to grant the releases contained in Article X.D.2 of the Plan.

F. Exculpation

From and after the Effective Date, the Exculpated Fiduciaries and, solely to the extent provided by section 1125(e) of the Bankruptcy Code, the Section 1125(e) Parties, shall neither have nor incur any liability to, or be subject to any right of action by, any Holder of a Claim or an Interest, or any other party in interest, or any of their respective Affiliates, employees, representatives, financial advisors, attorneys, or agents acting in such capacity, or any of their successors or assigns, for any act, omission, transaction, event, or other circumstance in connection with or related to the Debtors, the Reorganized Debtors, their respective assets and properties, and the Estates, the Chapter 11 Cases, the Plan Support Agreement, the DIP Credit Facilities, the Intra-Group Loan Guarantees, the Exit Facilities, the Prepetition Debt Documents, the Plan, or the Disclosure Statement, the pursuit of Confirmation, the administration and implementation of the Plan, including 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 related or relating to the foregoing; **provided, however,** that Article X.D of the Plan shall not apply to release (1) obligations under the Plan and the contracts, instruments, releases, agreements, and documents delivered, Reinstated or assumed under the Plan or (2) any Claims or Causes of Action arising out of fraud, willful misconduct or gross negligence as determined by a Final Order.

Each of the Exculpated Parties shall be entitled to rely, in all respects, upon the reasonable and informed advice of counsel with respect to their duties and responsibilities under the Plan.

G. Injunction Related to Releases

Except as expressly provided in the Plan or the Confirmation Order, as of the Effective Date, all Entities that hold, have held, or may hold a Claim or any other obligation, suit, judgment, damages, debt, right, remedy, Cause of Action or liability of any nature whatsoever, of the types described in Article X.D.2 of the Plan and relating to the Debtors, the Reorganized Debtors or any of their respective assets and property and/or the Estates, the Chapter 11 Cases, the Plan Support Agreement, the DIP Credit Facilities, the Intra-Group Loan Guarantees, the Exit Facilities, the Plan and/or the Disclosure Statement are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions against any Released Party or

its property on account of such released liabilities, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Claims or other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities: (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (b) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (c) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (d) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation that is discharged under Article X.C of the Plan; and/or (e) commencing or continuing in any manner any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order.

H. Injunction Related to Exculpation

Except as expressly provided in the Plan or the Confirmation Order, as of the Effective Date, all Entities that hold, have held, or may hold a Claim or any other obligation, suit, judgment, damages, debt, right, remedy, Cause of Action or liability of any nature whatsoever, of the types described in Article X.E of the Plan and relating to the Debtors, the Reorganized Debtors or any of their respective assets and property and/or the Estates, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions against any Exculpated Party or its property on account of such released liabilities, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Claims or other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities: (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (b) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (c) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (d) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation that is discharged under Article X.C of the Plan; and/or (e) commencing or continuing in any manner any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Plan or the Confirmation Order.

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Dated: October 9, 2018
Wilmington, Delaware

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