IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:	)	Chapter 11
CONVERGEONE HOLDINGS, INC., *et al.*,[1]	)	Case No. 24-90194 (CML)
Debtors.	)	(Jointly Administered)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER (I) APPROVING THE DEBTORS' DISCLOSURE STATEMENT ON A FINAL BASIS AND (II) CONFIRMING THE JOINT PREPACKAGED CHAPTER 11 PLAN OF REORGANIZATION OF CONVERGEONE HOLDINGS, INC. AND ITS DEBTOR AFFILIATES

ConvergeOne Holdings, Inc. and its debtor affiliates in the above-captioned Chapter 11 Cases (collectively, the "**Debtors**"),[2] having:

a. entered into that certain Restructuring Support Agreement by and among the Consenting Stakeholders and the Second Lien Consenting Lenders, dated as of April 3, 2024 (as may be modified, amended, or supplemented from time to time, and together with all term sheets, schedules, annexes, and exhibits appended thereto, the "**RSA**");

b. commenced distribution, on April 3, 2024, of (i) the *Joint Prepackaged Chapter 11 Plan of Reorganization of ConvergeOne Holdings, Inc. and Its Debtor Affiliates* [Docket No. 27] (as amended, supplemented, or otherwise modified from time to time including by virtue of the Plan Modifications, the "**Plan**"), (ii) the *Disclosure Statement for the Joint Prepackaged Chapter 11 Plan of Reorganization of ConvergeOne Holdings, Inc. and Its Debtor Affiliates* [Docket No. 26] (the "**Disclosure Statement**"), (iii) ballots for voting on the Plan to Holders of Class 3

[1] The Debtors in these Chapter 11 Cases, together with the last four digits of each Debtor's federal tax identification number, are as follows: AAA Network Solutions, Inc. (7602); ConvergeOne Dedicated Services, LLC (3323); ConvergeOne Government Solutions, LLC (7538); ConvergeOne Holdings, Inc. (9427); ConvergeOne Managed Services, LLC (6277); ConvergeOne Systems Integration, Inc. (9098); ConvergeOne Technology Utilities, Inc. (6466); ConvergeOne Texas, LLC (5063); ConvergeOne Unified Technology Solutions, Inc. (2412); ConvergeOne, Inc. (3228); Integration Partners Corporation (7289); NetSource Communications Inc. (6228); NuAge Experts LLC (8150); Providea Conferencing, LLC (7448); PVKG Intermediate Holdings Inc. (4875); Silent IT, LLC (7730); and WrightCore, Inc. (3654). The Debtors' mailing address is 10900 Nesbitt Avenue South, Bloomington, Minnesota 55437.

[2] Unless otherwise noted, capitalized terms used but not otherwise defined in this order (the "**Confirmation Order**") shall have the meanings ascribed to them in the Plan (as defined below). The rules of interpretation set forth in **Article I.B** of the Plan shall apply to this Confirmation Order.

Claims [Docket No. 81, Ex. 6A] (the "**First Lien Claims**") and Class 4 Claims [Docket No. 81, Ex. 6B] (the "**Second Lien Claims**"), (iv) with respect to Class 3, (A) the Election/Subscription Form [Docket No. 81, Ex. 8B], and (B) the Rights Offering and Election Procedures [Docket No. 81, Ex. 8A], in each case in accordance with the terms of title 11 of the United States Code (the "**Bankruptcy Code**"), the Federal Rules of Bankruptcy Procedures (the "**Bankruptcy Rules**"), and the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Local Rules**");

c. commenced the above-captioned chapter 11 cases (the "**Chapter 11 Cases**") by filing voluntary petitions for relief under the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the "**Court**") on April 4, 2024 (the "**Petition Date**");

d. filed, on April 4, 2024, (i) the *Declaration of Salvatore Lombardi in Support of the Debtors' Chapter 11 Petitions and First Day Relief* [Docket No. 4], (ii) the *Debtors' Emergency Motion for Entry of an Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Conditionally Approving the Disclosure Statement, (III) Approving the Confirmation Timeline, Solicitation Procedures, Solicitation Package, Notices, the Election and Rights Offering Materials and Election/Subscription Timeline, (IV) Waiving the Requirement to Hold the Creditors' Meeting and File SOFAs, Schedules, and 2015.3 Reports, and (V) Granting Related Relief* [Docket No. 25] (the "**Scheduling Motion**"), (iii) the Disclosure Statement, and (iv) the Plan;

e. obtained, on April 4, 2024, entry of the *Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing, (II) Conditionally Approving the Disclosure Statement, (III) Approving the Confirmation Timeline, Solicitation Procedures, Solicitation Package, Notices, the Election and Rights Offering Materials and Election/Subscription Timeline, (IV) Waiving the Requirement to Hold the Creditors' Meeting and File SOFAs, Schedules, and 2015.3 Reports, and (V) Granting Related Relief* [Docket No. 81] (the "**Scheduling Order**");

f. caused the *Notice of (I) Commencement of Chapter 11 Bankruptcy Cases, (II) Hearing on the Disclosure Statement, Confirmation of the Joint Prepackaged Chapter 11 Plan, and Related Matters, and (III) Objection Deadlines and Summary of the Debtors' Joint Prepackaged Chapter 11 Plan* [Docket No. 81, Ex. 2] (the "**Combined Hearing Notice**"), the *Notice of (A) Non-Voting Status to Holders or Potential Holders of (I) Unimpaired Claims or Equity Interests Conclusively Presumed to Accept the Plan and (II) Impaired Claims or Equity Interest Conclusively Deemed to Reject the Plan and (B) Opportunity for Holders of Claims and Equity Interest to Opt Out of the Third Party Release* [Docket No. 81, Ex. 4] (the "**Non-Voting Status Notice**"), and the *Holders of Claims and Holders of Interest Opt-Out Form* [Docket No. 81, Ex. 5] (the "**Opt-Out Form**") to be distributed on or about April 8, 2024, in accordance with the Bankruptcy Code, the

Bankruptcy Rules, the Bankruptcy Local Rules, the *Procedures for Complex Chapter 11 Bankruptcy Cases* for the U.S. Bankruptcy Court for the Southern District of Texas, and the Scheduling Order, as evidenced by the certificate of service filed on April 15, 2024 [Docket No. 153] (together with all the exhibits thereto, the "**Combined Notice Affidavit**");

g. caused the Confirmation Hearing Notice to be published in *The New York Times* (National Edition) on April 8, 2024 [Docket No. 81, Ex. 3] (the "**Publication Notice**"), as evidenced by the *Proof of Publication* filed on April 9, 2024 [Docket No. 129] (the "**Publication Affidavit**");

h. entered into that certain Equity Backstop Commitment Agreement by and among PVKG Investment, C1 Holdings, PVKG Intermediate, and the Investors, dated as of May 10, 2024 (as may be modified, amended, or supplemented from time to time, and together with all schedules and exhibits appended thereto, the "**Backstop Agreement**");

i. filed, on May 10, 2024, the *Plan Supplement for the Joint Prepackaged Chapter 11 Plan of Reorganization of ConvergeOne Holdings, Inc. and Its Debtor Affiliates* [Docket No. 295] (the "**Initial Plan Supplement**");

j. filed, on May 14, 2024, (i) the *Debtors' (I) Memorandum of Law in Support of Confirmation of the Joint Prepackaged Chapter 11 Plan of Reorganization of ConvergeOne Holdings, Inc. and Its Debtor Affiliates and (II) Omnibus Reply to Plan Confirmation Objections* [Docket No. 324] (the "**Confirmation Brief**"); (ii) the *Declaration of Stephenie Kjontvedt of Epiq Corporate Restructuring, LLC, Regarding the Solicitation and Tabulation of Ballots Cast on the Joint Prepackaged Chapter 11 Plan of Reorganization of ConvergeOne Holdings, Inc. and Its Debtor Affiliates* [Docket No. 325] (the "**Solicitation Affidavit and Voting Report**" and, together with the Combined Notice Affidavit and Publication Affidavit, the "**Affidavits**"); (iii) the *Declaration of Rui Goncalves in Support of (I) Approval of the Debtors' Disclosure Statement and (II) Confirmation of the Joint Prepackaged Chapter 11 Plan of Reorganization of ConvergeOne Holdings, Inc. and Its Debtor Affiliates* [Docket No. 326] (the "**Goncalves Declaration**"); (iv) the *Declaration of Stephen A. Spitzer in Support of (I) Approval of the Debtors' Disclosure Statement and (II) Confirmation of the Joint Prepackaged Chapter 11 Plan of Reorganization of ConvergeOne Holdings, Inc. and Its Debtor Affiliates* [Docket No. 327] (the "**Spitzer Declaration**" and, together with the Goncalves Declaration, the "**Confirmation Declarations**"); and (v) the *Joint Prepackaged Chapter 11 Plan of Reorganization of ConvergeOne Holdings, Inc. and Its Debtor Affiliates (Technical Modifications*) [Docket No. 328];

k. filed, on May 17, 2024, the *First Amended Plan Supplement for the Joint Prepackaged Chapter 11 Plan of Reorganization of ConvergeOne Holdings, Inc. and Its Debtor Affiliates* [Docket No. 357] (together with the Initial Plan

Supplement and any amendments and supplements thereto filed prior to the Effective Date, the "**Plan Supplement**"); and

l. continued to operate their businesses and manage their properties during these Chapter 11 Cases as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

The Court having:

a. entered the Scheduling Order on April 4, 2024;

b. set April 17, 2024 at 4:00 p.m. (prevailing Central Time) as the deadline for voting on the Plan (the "**Voting Deadline**");

c. set May 7, 2024 at 4:00 p.m. (prevailing Central Time) as the deadline for filing objections to final approval of the Disclosure Statement and Confirmation of the Plan (the "**Objection Deadline**");

d. scheduled May 17, 2024 at 1:00 p.m. (prevailing Central Time) as the date and time for the hearing to consider approval of the Disclosure Statement on a final basis and Confirmation of the Plan pursuant to sections 1125, 1126, 1128, and 1129 of the Bankruptcy Code and Bankruptcy Rules 3017 and 3018, as set forth in the Scheduling Order, as continued to May 22, 2024 at 11:00 a.m. (prevailing Central Time) (the "**Combined Hearing**");

e. reviewed the Plan, the Disclosure Statement, the Scheduling Motion, the Plan Supplement, the Confirmation Brief, the Confirmation Declarations, the Affidavits, the Combined Hearing Notice, the Publication Notice, and all filed pleadings, exhibits, statements, and comments regarding approval of the Disclosure Statement on a final basis and Confirmation of the Plan, including all objections, statements, and reservations of rights;

f. considered the Restructuring Transactions incorporated and described in the Plan or Plan Supplement, as applicable;

g. held the Combined Hearing;

h. reviewed the discharge, compromises, settlements, releases, exculpation, and injunctions set forth in the Plan;

i. heard the statements and arguments made by counsel in respect of approval of the Disclosure Statement on a final basis and Confirmation of the Plan;

j. considered all oral representations, live testimony, proffered testimony, documents, filings, exhibits, and other evidence regarding approval of the Disclosure Statement on a final basis and Confirmation of the Plan;

k. overruled (i) any and all objections to final approval of the Disclosure Statement and Confirmation, except as otherwise stated or indicated on the record, and/or (ii) all statements and reservations of rights not consensually resolved, agreed to, or withdrawn, unless otherwise indicated; and

l. taken judicial notice of all pleadings and other documents filed, all orders entered, and all evidence and arguments presented in these Chapter 11 Cases.

NOW, THEREFORE, it appearing to the Court that notice of the Combined Hearing and the opportunity for any party in interest to object to Confirmation of the Plan having been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents filed in support of approval of the Disclosure Statement on a final basis and Confirmation of the Plan and other evidence presented at the Combined Hearing establish just cause for the relief granted herein; and after due deliberation thereon and good cause appearing therefore, the Court makes and issues the following findings of fact and conclusions of law, and orders:

Findings of Fact and Conclusions of Law

IT IS HEREBY FOUND, DETERMINED, ADJUDGED, DECREED, AND ORDERED THAT:

A. Findings and Conclusions.

1. The findings and conclusions set forth herein and in the record of the Combined Hearing constitute the Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rules 7052 and 9014. To the extent any of the following conclusions of law constitute findings of fact, or vice versa, there are adopted as such.

B. Jurisdiction, Venue, and Core Proceeding.

2. This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. The Court has exclusive jurisdiction to determine

whether the Disclosure Statement and the Plan comply with the applicable provisions of the Bankruptcy Code and should be approved and confirmed, respectively. Consideration of whether the Disclosure Statement and the Plan comply with the applicable provisions of the Bankruptcy Code are core proceedings as defined in 28 U.S.C. § 157(b)(2). This Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in this district pursuant to sections 1408 and 1409 of title 28 of the United States Code.

C. Eligibility for Relief.

3. The Debtors were and are Entities eligible for relief under section 109 of the Bankruptcy Code. The Debtors are a proper plan proponent under section 1121(a) of the Bankruptcy Code.

D. Commencement and Joint Administration of These Chapter 11 Cases.

4. On the Petition Date, each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. In accordance with the *Order (I) Directing Joint Administration of the Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 41], these Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. Since the Petition Date, the Debtors have operated their businesses as debtors in possession pursuant to section 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these Chapter 11 Cases.

E. Judicial Notice.

5. The Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Court, including all pleadings and other documents filed, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered, or adduced at the hearings held before the Court during the pendency of the Chapter 11 Cases.

F. Plan Supplement.

6. The Plan Supplement (including as amended, supplemented, or otherwise modified from time to time) complies with the Bankruptcy Code and the terms of the Plan, and the Debtors provided good and proper notice of the filing of the Plan Supplement in accordance with the Scheduling Order, the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and all other applicable rules, laws, and requirements. No other or further notice will be required with respect to the Plan Supplement or any of the documents contained therein or related thereto. All documents included in the Plan Supplement and all other documents necessary or appropriate to implement the Plan are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan and the RSA, and only consistent therewith and subject to all consent rights provided therein, the Debtors reserve the right to alter, amend, update, or modify the Plan Supplement and any of the documents contained therein or related thereto or the Plan before the Effective Date.

G. Modifications to the Plan.

7. Pursuant to section 1127 of the Bankruptcy Code, the modifications to the Plan described or set forth in this Confirmation Order constitute technical or clarifying changes, changes with respect to particular Claims by agreement with Holders of such Claims, or modifications that do not otherwise materially and adversely affect or change the treatment of any other Claim or Interest under the Plan. These modifications are consistent with the disclosures previously made pursuant to the Disclosure Statement and notice of these modifications was adequate and appropriate under the facts and circumstances of these Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes on the Plan under section 1126 of the Bankruptcy Code, and they do not require the Holders of Claims or Interests be

afforded an opportunity to change previously cast votes accepting or rejecting the Plan. Accordingly, the Plan is properly before this Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan.

H. Objections Overruled.

8. Any resolution or disposition of objections (whether formal or informal), reservations of rights, statements, or joinders with respect to approval of the Disclosure Statement on a final basis and Confirmation explained or otherwise ruled upon by the Court on the record at the Combined Hearing is hereby incorporated by reference. All unresolved objections, reservations of rights, statements, and joinders are hereby overruled on the merits.

I. Adequacy of the Disclosure Statement.

9. The Disclosure Statement contains "adequate information" as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code with respect to the Debtors, the Plan, and the transactions contemplated therein.

J. Scheduling Order and Notice.

10. The Scheduling Order conditionally approved the Disclosure Statement and established the Voting Deadline and the Objection Deadline. As evidenced by the Affidavits, and the record in the Chapter 11 Cases, the Debtors provided due, adequate, and sufficient notice of the Plan and Disclosure Statement, the Scheduling Order, the Solicitation Materials, the Plan Supplement, the discharge, compromise, settlement, release, exculpation, and injunction provisions contained in the Plan, the ability to opt-out of the Third-Party Release (as defined below), the Combined Hearing, the Voting Deadline, the Objection Deadline, and any other applicable dates described in the Scheduling Order in compliance with the Bankruptcy Code, the Bankruptcy Rules, including Bankruptcy Rules 2002(b), 3016, 3017, and 3020(b), the Bankruptcy

Local Rules, the Complex Case Procedures, the Solicitation Procedures, and the Scheduling Order. No other or further notice is or shall be required.

K. Notice.

11. As evidenced by the Affidavits, the Debtors provided due, adequate, and sufficient notice of the commencement of these Chapter 11 Cases, the Plan (and the opportunity to opt out of the Third-Party Release), the Rights Offering, the Disclosure Statement, the Combined Hearing, the Plan Supplement, and all of the other materials distributed by the Debtors in connection with Confirmation of the Plan in compliance with the Bankruptcy Code, the Bankruptcy Rules, including Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b), the Bankruptcy Local Rules, and the procedures set forth in the Scheduling Order. The Debtors provided due, adequate, and sufficient notice of the Objection Deadline, the Combined Hearing, and any applicable bar dates and hearings described in the Scheduling Order or the Plan, as applicable, in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and the Scheduling Order. No other or further notice is or shall be required.

L. Ballots.

12. The Classes of Claims entitled under the Plan to vote to accept or reject the Plan (the "**Voting Classes**") are set forth below:

Class	Designation
3	First Lien Claims
4	Second Lien Claims

13. The ballots (the "**Ballots**") the Debtors used to solicit votes to accept or reject the Plan from Holders in the Voting Classes adequately addressed the particular needs of these Chapter 11 Cases and were appropriate for Holders in the Voting Classes to vote to accept or reject the Plan.

M. Solicitation.

14. As described in the Solicitation Affidavit and Voting Report, the solicitation of votes on the Plan complied with the Solicitation Procedures, was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases and complied with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and any other applicable rules, laws, and regulations, including the registration requirements under the United States Securities Act of 1933 (as amended, the "**Securities Act**").

15. As described in the Solicitation Affidavit and Voting Report, as applicable, the Solicitation Packages were transmitted and served on all holders in the Voting Classes in compliance with the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Bankruptcy Local Rules, the Scheduling Order, and any applicable non-bankruptcy law. Transmission and service of the Solicitation Packages was timely, adequate, and sufficient under the facts and circumstances of these Chapter 11 Cases.

16. As set forth in the Solicitation Affidavit and Voting Report, the Solicitation Packages were distributed to Holders in the Voting Classes that held a Claim as of April 1, 2024 (the "**Voting Record Date**"). The establishment and notice of the Voting Record Date was reasonable and sufficient.

17. The period during which the Debtors solicited acceptances of or rejections to the Plan was a reasonable and sufficient period of time for each Holder in the Voting Classes to make an informed decision to accept or reject the Plan.

18. Under section 1126(f) of the Bankruptcy Code, Holders of Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), and Class 5 (General Unsecured Claims) (collectively, the "**Deemed Accepting Classes**") are Unimpaired and conclusively presumed to

have accepted the Plan. The Debtors were therefore not required to, and did not, solicit votes from the Deemed Accepting Classes. Further, the Debtors were not required to, and did not, solicit votes from the Holders of Claims or Interests in Class 7 (Section 510 Claims) and Class 9 (Existing C1 Interests) (collectively, the "**Deemed Rejecting Classes**"), which are Impaired and deemed to reject the Plan. Holders of Claims in Class 6 (Intercompany Claims) and Holders of Interests in Class 8 (Intercompany Interests) are Unimpaired and conclusively presumed to have accepted the Plan (to the extent reinstated) or are Impaired and deemed to reject the Plan (to the extent cancelled), and, in either event, are not entitled to vote to accept or reject the Plan. The Debtors served Holders in the non-voting Classes with the Combined Notice and the Non-Voting Status Notice, including the Opt-Out Form.

19. The Debtors served the Combined Hearing Notice and/or the Non-Voting Status Notice on the entire creditor matrix, including all creditors who hold debt issued by the Debtors, and all equity holders of record, as applicable. The Combined Hearing Notice and/or the Non-Voting Status Notice adequately summarized the material terms of the Plan, the classification and treatment of claims and the release, exculpation, and injunction provisions of the Plan. Further, because stakeholders were able to opt out of the Third-Party Release through the Ballot or the Opt-Out Form, every known stakeholder (including Unimpaired creditors and equity holders) was provided with the means by which the stakeholders could opt out of the Third-Party Release.

N. Voting.

20. As evidenced by the Solicitation Affidavit and Voting Report, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Disclosure Statement, the Scheduling Order, and any applicable non-bankruptcy law, rule, or regulation. As evidenced

by the Solicitation Affidavit and Voting Report, Class 3 and Class 4 have voted to accept the Plan in accordance with the requirements of sections 1126 and 1129 of the Bankruptcy Code.

O. Bankruptcy Rule 3016.

21. The Plan and any modifications thereto are dated and identify the Entities submitting them, thereby satisfying Bankruptcy Rule 3016(a). The Debtors appropriately filed the Disclosure Statement and Plan with the Bankruptcy Court, thereby satisfying Bankruptcy Rule 3016(b). The injunction, release, and exculpation provisions in the Disclosure Statement and Plan describe, in bold font and with specific and conspicuous language, all acts to be enjoined by such injunction and identify the Entities that will be subject to such injunction, thereby satisfying Bankruptcy Rule 3016(c).

P. Burden of Proof.

22. The Debtors, as proponents of the Plan, have met their burden of proving the applicable elements of sections 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation. In addition, and to the extent applicable, the Plan is confirmable under the clear and convincing evidentiary standard. Each witness who testified or submitted a declaration on behalf of the Debtors or any other party, in support of the Disclosure Statement, Plan, and Confirmation in connection with the Combined Hearing was credible, reliable, and qualified to testify as to the topics addressed in their testimony.

Q. Compliance with Bankruptcy Code Requirements – 11 U.S.C. § 1129(a)(1).

23. The Plan complies with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(1) of the Bankruptcy Code.

i. Proper Classification – 11 U.S.C. §§ 1122 and 1123.

24. The classification of Claims under the Plan is proper and satisfies the requirements of section 1122(a) and 1123(a) of the Bankruptcy Code. **Article III** of the Plan provides for the

separate classification of Claims and Interests into nine (9) Classes other than Administrative Claims, DIP Claims, Professional Fee Claims, Priority Tax Claims, and Claims for Restructuring Expenses, which need not be classified. Valid business, factual, and legal reasons exist for the separate classification of such Classes of Claims and Interests. The classifications reflect no improper purpose and do not unfairly discriminate between, or among, Holders of Claims or Interests. Each Class of Claims and Class of Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class.

ii. Specified Unimpaired Classes – 11 U.S.C. § 1123(a)(2).

25. The Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code. **Article III** of the Plan specifies that Claims, as applicable, in the following Classes are Unimpaired under the Plan within the meaning of section 1124 of the Bankruptcy Code:

Class	Claims
1	Other Secured Claims
2	Other Priority Claims
5	General Unsecured Claims

Additionally, **Article II** of the Plan specifies that Allowed Administrative Claims, DIP Claims, Professional Fee Claims, Priority Tax Claims, and Claims for Restructuring Expenses will be paid in full in accordance with the terms of the Plan, although these Claims are not classified under the Plan.

iii. Specified Treatment of Impaired Classes – 11 U.S.C. § 1123(a)(3).

26. The Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code. **Article III** of the Plan specifies that Claims and Interests, as applicable, in the following Classes (the "**Impaired Classes**") are Impaired under the Plan within the meaning of section 1124 of the Bankruptcy Code, and describes the treatment of such Classes:

Class	Claims and Interests
3	First Lien Claims
4	Second Lien Claims
7	Section 510 Claims
9	Existing C1 Interests

iv. No Discrimination – 11 U.S.C. § 1123(a)(4).

27. The Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code. The Plan provides for the same treatment by the Debtors for each Claim or Interest in each respective Class unless the Holder of a particular Claim or Interest has agreed to less favorable treatment of such Claim or Interest.

v. Adequate Means for Plan Implementation – 11 U.S.C. § 1123(a)(5).

28. The Plan satisfies the requirements of 1123(a)(5) of the Bankruptcy Code. The provisions in **Article IV** and elsewhere in the Plan, and in the exhibits and attachments to the Plan (including the Plan Supplement) and the Disclosure Statement, provide, in detail, adequate and proper means for the Plan's implementation, including: (a) the general settlement of Claims and Interests; (b) authorization for the Debtors and/or Reorganized Debtors to take all actions necessary to effectuate the Plan, including those actions necessary or appropriate to effectuate the Restructuring Transactions, the Rights Offering, the Backstop Agreement, and any restructuring transaction steps set forth in the Plan Supplement and the Transaction Steps, as the same may be modified or amended from time to time prior to the Effective Date; (c) the entry into, delivery of and implementation of the Definitive Documents and other transaction documents contemplated by the Plan; (d) the funding and sources of consideration for the Plan distributions, including the Exit Facilities, the Rights Offering and the Backstop Agreement, the New Equity Interests, and Cash on hand; (e) preservation of the Debtors' corporate existence following the Effective Date (except as otherwise provided in the Plan); (f) the vesting of the Estates' assets in the respective

Reorganized Debtors; (g) cancellation of the Interests, (h) the cancellation of certain existing agreements as provided in the Plan and Confirmation Order; (i) the authorization and approval of corporate actions under the Plan; (j) the adoption and authorization of and entry into the Governance Documents; (k) the appointment of the New Board; (l) the effectuation and implementation of other documents and agreements contemplated by, or necessary to effectuate, the transactions contemplated by the Plan; (m) the assumption of certain employment obligations; (n) the preservation of Claims and Causes of Action not released pursuant to the Plan; and (o) the closing of certain of the Chapter 11 Cases.

29. The precise terms governing the execution of these transactions are set forth in greater detail in the applicable Definitive Documents or form of agreements or other documents included in the Plan Supplement or other documents related to the Plan.

vi. Voting Power of Equity Securities – 11 U.S.C. § 1123(a)(6).

30. The Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code. **Article IV.J** of the Plan provides that the Governance Documents will comply with section 1123(a)(6) of the Bankruptcy Code. The Governance Documents prohibit the issuance of non-voting equity securities to the extent required to comply with section 1123(a)(6) of the Bankruptcy Code.

vii. Directors and Officers – 11 U.S.C. § 1123(a)(7).

31. The Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code. **Article IV.K** of the Plan sets forth the structure of the New Board, which shall consist of members as designated in accordance with the Governance Term Sheet.

viii. Impairment / Unimpairment of Classes – 11 U.S.C. § 1123(b)(1).

32. The Plan is consistent with section 1123(b)(1) of the Bankruptcy Code. **Article III** of the Plan impairs or leaves Unimpaired each Class of Claims and Interests.

ix. Assumption – 11 U.S.C. § 1123(b)(2).

33. The Plan is consistent with section 1123(b)(2) of the Bankruptcy Code. **Article V** of the Plan provides for the assumption of all of the Debtors' Executory Contracts and Unexpired Leases, other than the Rejected Contracts and/or Unexpired Leases identified on the Rejected Executory Contract and Unexpired Lease List and as otherwise provided in **Article V.A** of the Plan, and the payment of Cure Claims, if any, related thereto, not previously assumed, assumed and assigned, or rejected during these Chapter 11 Cases under section 365 of the Bankruptcy Code. The assumption of Executory Contracts and Unexpired Leases may include the assignment of certain of such contracts to Affiliates.

34. The Debtors' determinations regarding the assumption (or assumption and assignment) or rejection of Executory Contracts and Unexpired Leases are based on, and within, the sound business judgment of the Debtors, are necessary to the implementation of the Plan, and are in the best interests of the Debtors, their Estates, Holders of Claims and Interests, and other parties-in-interest in the Chapter 11 Cases. Entry of this Confirmation Order by the Court shall constitute approval of such assumptions, assumption and assignments, and/or rejections, as applicable, including the assumption of the Executory Contracts or Unexpired Leases as provided in the Plan Supplement pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

x. Settlement, Releases, Exculpation, Injunction, and Preservation of Claims and Causes of Action – 11 U.S.C. § 1123(b)(3).

35. **Compromise and Settlement.** In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification,

distributions, releases, and other benefits provided pursuant to the Plan, including the PVKG Note Claims Settlement, the provisions of the Plan constitute a good-faith compromise and settlement of all Claims, Interests, and controversies (including the PVKG Note Claims Settlement) resolved pursuant to the Plan, including any challenge to the amount, validity, perfection, enforceability, priority, or extent of the First Lien Claims, whether under any provision of chapter 5 of the Bankruptcy Code, based on any equitable theory, or otherwise. Entry of this Confirmation Order shall constitute the entry of an order approving the settlement of all such Claims, Interests, and controversies under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019. The compromise and settlement of such Claims and Interests embodied in the Plan and reinstatement and unimpairment of other Classes identified in the Plan are in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests, and are fair, equitable, and reasonable.

36. **Debtor Release**. **Article VIII.C** of the Plan describes certain releases granted by the Debtors (the "**Debtor Release**"). The Debtors have satisfied the business judgment standard under Bankruptcy Rule 9019 with respect to the propriety of the Debtor Release. The Debtor Release is a necessary and integral element of the Plan, and is fair, reasonable, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; (f) narrowly tailored to the circumstances of the Chapter 11 Cases; and (g) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any

Claim or Cause of Action released pursuant to the Debtor Release. The Debtor Release for the Debtor Related Parties is appropriate because the Debtor Related Parties share an identity of interest with the Debtors, supported the Plan and these Chapter 11 Cases, and actively participated in meetings, negotiations, and implementation during these Chapter 11 Cases, and have provided other valuable consideration to the Debtors to facilitate the Debtors' reorganization.

37. **Third-Party Release. Article VIII.D** of the Plan describes certain releases granted by the Releasing Parties (the "**Third-Party Release**"). The Third-Party Release provides finality for the Debtors, the Reorganized Debtors, and the Released Parties regarding the parties' respective obligations under the Plan and with respect to the Reorganized Debtors. The Combined Notice sent to Holders of Claims and Interests, the Publication Notice published in the *New York Times* on April 8, 2024, the Non-Voting Status Notice sent to all Holders of Claims and Interest not entitled to vote on the Plan, the Ballots sent to all Holders of Claims entitled to vote on the Plan, in each case, unambiguously stated that the Plan contains the Third-Party Release. Such release is a necessary and integral element of the Plan, and is fair, equitable, reasonable, and in the best interests of the Debtors, the Estates, and all Holders of Claims and Interests. Also, the Third-Party Release is: (a) consensual; (b) essential to the formulation, Confirmation, and implementation of the 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 Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; (h) narrowly tailored to the circumstances of the Chapter 11 Cases; and (i) a bar to any of the Releasing Parties asserting any claim or Cause of Action released pursuant to the Third-Party Release.

38. The Third-Party Release is consensual as to all relevant parties, including all Releasing Parties, and such parties were provided notice of the Chapter 11 Cases, the Plan, and the deadline to object to Confirmation of the Plan, received the Combined Hearing Notice and/or the Non-Voting Status Notice, and were properly informed that any Holder of a Claim against or Interest in the Debtors that did not check the "Opt Out" box on the applicable Ballot or Opt Out Form, returned in advance of the Voting Deadline, would be deemed to have expressly, unconditionally, generally, individually, and collectively consented to the release and discharge of all claims and Causes of Action against the Debtors and the Released Parties. Additionally, the release provisions of the Plan were conspicuous, emphasized with boldface type in the Plan, the Disclosure Statement, the Ballots, the Non-Voting Status Notice, and the Combined Hearing Notice.

37. The Third-Party Release provides finality for the Debtors, the Reorganized Debtors, and the Released Parties regarding the parties' respective obligations under the Plan and with respect to the Reorganized Debtors. The scope of the Third-Party Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases.

39. **Exculpation.** The exculpation, described in **Article VIII.E** of the Plan (the "**Exculpation**"), is appropriate under applicable law, including *In re Highland Capital Mgmt., L.P.*, 48 F. 4th 419 (5th Cir. 2022), because it was proposed in good faith, was formulated following extensive good-faith, arm's-length negotiations with key constituents, and is appropriately limited in scope. Without limiting anything in the Exculpation, each Exculpated Party has participated in these Chapter 11 Cases in good faith and is appropriately released and exculpated from any obligation, Cause of Action, or liability for any prepetition or post-petition act taken or omitted to be taken in connection with, relating to, or arising out of the Debtors'

restructuring efforts, the RSA, the Rights Offering, and the Backstop Agreement, these Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement or the Plan or any contract, instrument, release, or other agreement or document created or entered into, in connection with, or pursuant to the RSA, the Disclosure Statement or the Plan, the filing of these Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, or the distribution of property under the Plan. The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding the foregoing, the Exculpation shall not release any obligation or liability of any Entity for any post-Effective Date obligation under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. The Exculpation, including its carveout for actual fraud, willful misconduct, and gross negligence, is consistent with applicable law in this jurisdiction.

40. The Exculpated Parties shall not incur liability for any Cause of Action or Claim related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (a) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code or (b) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of a security, offered or sold under the Plan (including the Rights Offering and the Backstop Agreement).

41. **Injunction.** The injunction provision set forth in **Article VIII.F** of the Plan is necessary to implement, preserve, and enforce the Debtors' discharge, the Debtor Releases, the Third-Party Release, and the Exculpation, and is narrowly tailored to achieve this purpose.

42. Notwithstanding anything to the contrary in this Confirmation Order, no Person or Entity may commence or pursue a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Reorganized Debtors, the Released Parties, or the Exculpated Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to **Articles VIII.C**, **VIII.D**, **VIII.E**, or **VIII.F** of the Plan, without the Bankruptcy Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (b) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable.

43. **Preservation of Causes of Action.** The provisions set forth in **Article IV.Q** of the Plan regarding the preservation of Causes of Action in the Plan, subject to the PVKG Note Claims Settlement and **Article VIII** of the Plan, are appropriate and are in the best interests of the Debtors, their Estates, and Holders of Claims and Interests. Each Reorganized Debtor, as applicable, shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' rights, as applicable, to commence, prosecute, or settle such retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the PVKG Note Claims Settlement and the releases

and exculpations contain in the Plan, including in **Article VIII** thereof, which shall be deemed released and waived by the Debtors and the Reorganized Debtors as of the Effective Date.

44. **Lien Release.** The release and discharge of mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates described in **Article VIII.B** of the Plan (the "**Lien Release**") is essential to the Plan and necessary to implement the Plan. The provisions of the Lien Release are appropriate, fair, equitable, and reasonable and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

xi. Additional Plan Provisions – 11 U.S.C. § 1123(b)(6).

45. The other discretionary provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b)(6) of the Bankruptcy Code.

R. Debtor Compliance with the Bankruptcy Code – 11 U.S.C. § 1129(a)(2).

46. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code and, thus, have satisfied the requirements of section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, 1128, and 1129, and Bankruptcy Rules 2022, 3017, 3018, and 3019. The Debtors and their agents transmitted the Solicitation Materials and related documents and solicited and tabulated votes with respect to the Plan fairly, in good faith, and in compliance with the Scheduling Order, the Solicitation Procedures, the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, and the Complex Case Procedures, including, but not limited to, sections 1125 and 1126(b) of the Bankruptcy Code.

S. Plan Proposed in Good Faith – 11 U.S.C. § 1129(a)(3).

47. The Debtors have proposed the Plan (including the Plan Supplement and all other documents necessary or appropriate to effectuate the Plan) in good faith and not by any means

forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the filing of these Chapter 11 Cases, the Plan, the RSA, the Backstop Agreement, the process leading to Confirmation, including the overwhelming support of Holders of Claims for the Plan, and the transactions to be implemented pursuant thereto. The Debtors' good faith is evident from the facts and record of the Chapter 11 Cases, the Plan, the Disclosure Statement, the hearing to conditionally approve the Disclosure Statement, and the record of the Combined Hearing and other proceedings held in the Chapter 11 Cases. These Chapter 11 Cases were filed, and the Plan was proposed, with the legitimate and honest purpose of maximizing the value of the Estates and allowing the Debtors to implement the Restructuring Transactions, reorganize, and emerge from bankruptcy with a capital structure that will allow them to conduct their businesses and satisfy their obligations with sufficient liquidity and capital resources. Further, the Plan's classification, settlement, discharge, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's-length, are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code, and each is integral to the Plan, supported by valuable consideration, and necessary to the Debtors' successful reorganization. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

T. Payment for Services or Costs and Expenses – 11 U.S.C. § 1129(a)(4).

48. The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, satisfy the objectives of, and are in compliance with, section 1129(a)(4) of the Bankruptcy Code.

U. Directors, Officers, and Insiders – 11 U.S.C. § 1129(a)(5).

49. **Article IV.K** of the Plan sets forth the structure of the New Board, which shall consist of members as designated in accordance with the Governance Term Sheet. The members of the New Board and the officers of the Reorganized Debtors will be disclosed on or before the Effective Date. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

V. No Rate Changes – 11 U.S.C. § 1129(a)(6).

50. Section 1129(a)(6) of the Bankruptcy Code is not applicable to these Chapter 11 Cases. Further, as the Plan proposes no rate change subject to the jurisdiction of any governmental regulatory commission, section 1129(a)(6) of the Bankruptcy Code is satisfied.

W. Best Interest of Creditors – 11 U.S.C. § 1129(a)(7).

51. The Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The liquidation analysis attached as **Exhibit E** to the Disclosure Statement, the Spitzer Declaration, and the other evidence related thereto in support of the Plan that was proffered prior to, or in connection with the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that Holders of Allowed Claims in each Class will recover at least as much under the Plan on account of such Claim, as of the Effective Date, as such Holder would receive if the Debtors were liquidated, on the Effective Date, under chapter 7 of the Bankruptcy Code. As a result, the Debtors have demonstrated that the Plan is in the best interests of their creditors, and the Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

X. Acceptance by Certain Classes – 11 U.S.C. § 1129(a)(8).

52. Classes 1, 2, and 5 constitute the Unimpaired Classes, each of which is conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. As evidenced by the Solicitation Affidavit and Voting Report, Classes 3 and 4 have voted to accept the Plan. Holders of Claims and Interests in Classes 6 and 8 are Unimpaired and conclusively presumed to have accepted the Plan (to the extent reinstated) or are Impaired and deemed to reject the Plan (to the extent cancelled), and, in either event, are not entitled to vote to accept or reject the Plan. Holders of Claims and Interests in Classes 7 and 9 receive no recovery on account of their Claims and Interests under the Plan and are deemed to reject the Plan. Notwithstanding the foregoing, the Plan is confirmable because it satisfies sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

Y. Treatment of Claims Entitled to Priority Under Section 507(a) of the Bankruptcy Code – 11 U.S.C. § 1129(a)(9).

53. The treatment of Administrative Claims, DIP Claims, Professional Fee Claims, DIP Claims, Priority Tax Claims, and Claims for Restructuring Expenses under **Article II** of the Plan, and of Other Priority Claims under **Article III** of the Plan, satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code.

Z. Acceptance by At Least One Impaired Class – 11 U.S.C. § 1129(a)(10).

54. The Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code. As evidenced by the Solicitation Affidavit and Voting Report, Class 4, which is Impaired, voted to accept the Plan by the requisite number and amount of Claims, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code), as specified under the Bankruptcy Code. Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

AA. Feasibility – 11 U.S.C. § 1129(a)(11).

55. The Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code. The financial projections attached as **Exhibit C** to the Disclosure Statement and the other evidence supporting Confirmation of the Plan proffered or adduced by the Debtors at, prior to, or in the Confirmation Declarations filed in connection with the Combined Hearing: (a) are reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been rebutted by other evidence; (d) establish that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors under the Plan, except as provided in the Plan; and (e) establish that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

BB. Payment of Fees – 11 U.S.C. § 1129(a)(12).

56. **Article XII.D** of the Plan provides for the payment of all fees payable by the Debtors under 28 U.S.C. § 1930(a). Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

CC. Continuation of Employee Benefits – 11 U.S.C. § 1129(a)(13).

57. The Plan satisfies the requirements of section 1129(a)(13) of the Bankruptcy Code. **Article IV.O** of the Plan provides that, as of the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

DD. Non-Applicability of Certain Sections – 11 U.S.C. § 1129(a)(14), (15), and (16).

58. Sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to these Chapter 11 Cases. The Debtors owe no domestic support obligations, are not individuals, and are not non-profit corporations.

EE. "Cram Down" Requirements – 11 U.S.C. § 1129(b).

59. The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Notwithstanding the fact that the Deemed Rejecting Classes and Classes 6 and 8, as applicable, have rejected or been deemed to reject the Plan, the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code. *First*, all of the requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been met. *Second*, the Plan is fair and equitable with respect to the Deemed Rejecting Classes and Classes 6 and 8, as applicable. The Plan has been proposed in good faith, is reasonable, and meets the requirements that (a) no Holder of any Claim or Interest that is junior to each such Class will receive or retain any property under the Plan on account of such junior Claim or Interest, and (b) no Holder of a Claim or Interest in a Class senior to each such Class is receiving more than 100% on account of its Claim or Interest. Accordingly, the Plan is fair and equitable to all Holders of Claims and Interests in the Deemed Rejecting Classes and Classes 6 and 8. *Third*, the Plan does not discriminate unfairly with respect to the Deemed Rejecting Classes and Classes 6 and 8 because all similarly situated creditors and interest holders will receive substantially similar treatment on account of their Claims and Interests irrespective of Class. Holders of First Lien Claims and Second Lien Claims voted to accept the Plan in sufficient number and in sufficient amount to constitute accepting classes under the Bankruptcy Code. Therefore, the Plan satisfies section 1129(b) of the Bankruptcy Code and can be confirmed.

FF. Only One Plan – 11 U.S.C. § 1129(c).

60. The Plan (including previous versions thereof) is the only chapter 11 plan filed in each of these Chapter 11 Cases and, accordingly, satisfies section 1129(c) of the Bankruptcy Code.

GG. Principal Purpose of the Plan – 11 U.S.C. § 1129(d).

61. No Governmental Unit has requested that the Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. As evidenced by its terms, the principal purpose of the Plan is not such avoidance. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code have been satisfied.

HH. Not Small Business Cases – 11 U.S.C. § 1129(e).

62. None of these Chapter 11 Cases is a "small business case," as that term is defined in the Bankruptcy Code, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to the Chapter 11 Cases.

II. Good Faith Solicitation – 11 U.S.C. § 1125(e).

63. The Debtors and each of the Released Parties and Exculpated Parties have acted fairly, in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code, and in a manner consistent with the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations in connection with all of their respective activities relating to support and consummation of the Plan, including the negotiation, execution, delivery, and performance of the RSA, the Rights Offering and Election Procedures, the Backstop Agreement, the solicitation and tabulation of votes on the Plan, and the activities described in 1125 of the Bankruptcy Code, as applicable, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code, and solicitation of acceptances of the Plan, as applicable, are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code.

64. The Debtors and their Related Parties have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(g), with regard to the offering, issuance, and distribution of recoveries under the Plan and the Backstop Agreement and therefore are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or distributions made pursuant to the Plan, so long as such distributions are made consistent with and pursuant to the Plan.

JJ. Satisfaction of Confirmation Requirements.

65. Based on the foregoing, the Plan satisfies the requirements for Confirmation set forth in section 1129 of the Bankruptcy Code.

KK. Valuation.

66. The valuation analysis attached as **Exhibit D** to the Disclosure Statement (the "**Valuation Analysis**"), the evidence adduced at the Combined Hearing, and the estimated post-emergence enterprise value of the Reorganized Debtors are reasonable and credible. All parties in interest have been given a fair and reasonable opportunity to challenge the Valuation Analysis. The Valuation Analysis is: (a) reasonable, persuasive, and credible as of the date such analysis was prepared, presented, or proffered; and (b) uses reasonable and appropriate methodologies and assumptions.

LL. Likelihood of Satisfaction of Conditions Precedent to the Effective Date.

67. Each of the conditions precedent to the Effective Date, as set forth in **Article IX.A** of the Plan, has been or is reasonably likely to be satisfied or waived in accordance with **Article IX.B** of the Plan.

MM. Implementation.

68. All documents and agreements necessary to implement the Plan, including the Definitive Documents, the Plan Supplement, and all other relevant and necessary or desirable documents have been negotiated in good faith and at arm's-length and shall, upon completion of documentation and execution, including any securities issued thereunder, be valid, binding, and enforceable agreements, not avoidable and not in conflict with any federal, state, or foreign law. Consummation of the transactions contemplated by each such document or agreement is in the best interest of the Debtors, their Estates, and Holders of Claims. The Debtors have exercised reasonable business judgment in determining which documents and agreements to enter into and have provided sufficient and adequate notice of such documents and agreements.

NN. Disclosure of Facts.

69. The Debtors have disclosed all material facts regarding the Plan, including with respect to the Restructuring Transactions, and the fact that each Reorganized Debtor will emerge from its Chapter 11 Case as a validly existing corporation, limited liability company, partnership, or other form, as applicable.

OO. Essential Elements of the Plan.

70. The Debtors, the Released Parties, and the Exculpated Parties have been, are, and will continue to be acting in good faith within the meaning of section 1125(e) of the Bankruptcy Code if they proceed to: (a) consummate the Plan, the Restructuring Transactions, the Rights Offering, the Backstop Agreement, the Exit Facilities Documents, and the agreements, settlements, transactions, transfers, and other actions contemplated thereby, regardless of whether such agreements, settlements, transactions, transfers, and other actions are expressly authorized by this Confirmation Order; and (b) take any actions authorized and directed or contemplated by this Confirmation Order.

PP. New Equity Interests.

71. The issuance of New Equity Interests is a necessary and integral component of these Restructuring Transactions, fair, reasonable, customary, and reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, are based on good, sufficient, and sound business purposes and justifications, and are supported by reasonably equivalent value and consideration. The Debtors, the parties to the RSA, and their respective professional advisors negotiated the Plan in good faith and at arm's-length.

QQ. Rights Offering.

72. The Debtors solicited subscriptions to the Rights Offering in good faith pursuant to the Rights Offering and Election Procedures, applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules and any applicable non-bankruptcy laws, rules, or regulations. The Rights Offering has complied with the Rights Offering and Election Procedures approved by the Scheduling Order, which are fair, equitable, and reasonable and provide for the Rights Offering to be conducted in a manner that is in the best interests of the Debtors, their Estates, and all stakeholders.

RR. Backstop Agreement.

73. The evidence in support of the Plan proffered or adduced at the Combined Hearing establishes that the entry into the Backstop Agreement is a necessary and integral component of these Restructuring Transactions, and the terms and conditions under the Backstop Agreement are fair, reasonable, customary, and reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, are based on good, sufficient, and sound business purposes and justifications, and are supported by reasonably equivalent value and consideration. The Debtors, the Backstop Parties, and their respective professional advisors negotiated the Backstop Agreement in good faith and at arm's-length.

SS. Exit Facilities.

74. The terms and conditions of the Exit Facilities and the Debtors' entry into the Exit Facilities Documents, including all actions, undertakings, and transactions contemplated thereby, and payment of all fees, indemnities, and expenses provided for thereunder, are essential elements of the Plan, necessary for the consummation thereof, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests. The Exit Facilities are critical to the overall success and feasibility of the Plan, and the Debtors have exercised reasonable business judgment in determining to enter into the Exit Facilities Documents, which have been negotiated in good faith and at arm's-length, without the intent to hinder, delay, or defraud any creditor of the Debtors, and any credit extended and loans made or deemed to be made to the Debtors prior to the Effective Date or the Reorganized Debtors pursuant to the Exit Facilities, and any fees paid thereunder, are deemed to have been extended, issued, and made, or deemed made in good faith and for legitimate business purposes.

Order

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

75. **Findings of Fact and Conclusions of Law.** The above findings of fact and conclusions of law, as well as any additional findings of fact and conclusions of law announced by the Court at the Combined Hearing, are hereby incorporated in this Confirmation Order.

76. **Approval of the Disclosure Statement.** The Disclosure Statement is approved in all respects on a final basis pursuant to section 1125 of the Bankruptcy Code.

77. **Confirmation of the Plan.** The Plan, including (a) all modifications to the Plan filed with the Court prior to or during the Combined Hearing and (b) all documents incorporated into the Plan through the Plan Supplement is approved in its entirety and **CONFIRMED** under

section 1129 of the Bankruptcy Code. All terms of the Plan and the Plan Supplement are incorporated herein by reference and are an integral part of this Confirmation Order. The failure to specifically include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, or any related document in this Confirmation Order does not diminish or impair the effectiveness or enforceability of such article, section, or provision.

78. This Confirmation Order approves the Plan Supplement, including the documents contained therein, as they may be amended through and including the Effective Date in accordance with and as permitted by the Plan, subject to the consent rights set forth therein and in the RSA. The terms of the Plan, the Plan Supplement, and the exhibits thereto are incorporated herein by reference and are an integral part of this Confirmation Order; *provided* that if there is any direct conflict between the terms of the Plan (including the Plan Supplement) and the terms of this Confirmation Order, the terms of this Confirmation Order shall control solely to the extent of such conflict.

79. **Objections Overruled.** All parties have had a full and fair opportunity to be heard on all issues raised by the objections to final approval of the Disclosure Statement and Confirmation of the Plan, and the objections have been fully and fairly litigated or resolved, including by agreed-upon provisions as set forth in this Confirmation Order. All objections, responses, statements, reservations of rights, and comments in opposition, if any, to final approval of the Disclosure Statement or Confirmation of the Plan that have not been withdrawn, waived, settled, or resolved prior to the Combined Hearing or otherwise resolved on the record of the Combined Hearing or in this Confirmation Order are hereby **OVERRULED** and **DENIED** on the merits, with prejudice. All objections to entry of this Confirmation Order or to the relief granted

herein that were not timely filed and served prior to the Objection Deadline are deemed waived and forever barred. All withdrawn objections are deemed withdrawn with prejudice.

80. **Headings.** Headings utilized herein are for convenience and reference only and do not constitute a part of the Plan or this Confirmation Order for any other purpose.

81. **Plan Modifications.** Subsequent to filing the Plan on April 4, 2024, the Debtors made certain technical modifications to the Plan (the "**Plan Modifications**"). The Plan Modifications, which were made in accordance with the RSA, do not materially adversely affect the treatment of any Claim or Interest under the Plan. After giving effect to the Plan Modifications, the Plan continues to satisfy the requirements of sections 1122 and 1123 of the Bankruptcy Code. The Debtors provided due and sufficient notice of the Plan Modifications under the circumstances. Accordingly, pursuant to section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019, the Plan Modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that Holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

82. **Deemed Acceptance of Plan.** In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, Holders of Claims who voted to accept the Plan or who are conclusively presumed to accept the Plan are deemed to have accepted the Plan, as modified by the Plan Modifications and this Confirmation Order. No Holder of a Claim shall be permitted to change its vote as a consequence of the Plan Modifications.

83. **No Action Required.** Under the provisions of the Delaware General Corporation Law, including section 303 thereof, and the comparable provisions of the Delaware Limited Liability Company Act, section 1142(b) of the Bankruptcy Code, and any other comparable

provisions under applicable law, no action of the respective directors, equity holders, managers, or members of the Debtors is required to authorize the Debtors to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan, the Restructuring Transactions (subject, in each case, to any consent rights set forth or incorporated therein), and any contract, assignment, certificate, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan, including the Plan Supplement, and the RSA.

84. **Binding Effect.** Pursuant to **Article XII.A** of the Plan, and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the Plan Supplement, and this Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims and Interests (irrespective of whether Holders of such Claims or Interests voted or are deemed to have accepted the Plan, voted or are deemed to have rejected the Plan, or failed to vote to accept or reject the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity acquiring property under the Plan, including, without limitation, participants in the Rights Offering and the Investors, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors or the Reorganized Debtors, as applicable. All Claims and Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan and this Confirmation Order, regardless of whether any such Holder of a Claim or Interest has voted on the Plan. Pursuant to section 1142(a) of the Bankruptcy Code, the Plan, the Plan Supplement, and this Confirmation Order shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

85. **Incorporation by Reference.** The terms and provisions of the Plan, the Definitive Documents, all other relevant and necessary documents, and each of the foregoing's schedules and exhibits are, on and after the Effective Date, incorporated herein by reference and are an integral part of this Confirmation Order.

86. **Vesting of Assets in the Reorganized Debtors.** Except as otherwise provided in the Plan, this Confirmation Order, or any agreement, instrument, or other document incorporated herein, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, Causes of Action, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan or this Confirmation Order, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

87. **Cancellation of Existing Agreements and Interests.** On the Effective Date, except with respect to the Exit Facilities, or to the extent otherwise provided in the Plan, including in **Article V.A** of the Plan, this Confirmation Order, or any other Definitive Document, all notes, instruments, certificates, and other documents evidencing Claims or Interests, including credit agreements and indentures, shall be cancelled and the obligations of the Debtors and any non-Debtor Affiliate thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect; *provided, however*, that notwithstanding anything to the contrary contained herein, any agreement that governs the rights of the DIP Agents shall continue in effect solely for purposes of allowing the DIP Agents to (i) enforce their rights against

any Person other than any of the Released Parties, pursuant and subject to the terms of the DIP Orders and the ABL DIP Credit Agreement and the Term DIP Credit Agreement, (ii) receive distributions under the Plan and to distribute them to the Holders of the Allowed ABL DIP Facility Claims and Allowed Term DIP Facility Claims, in accordance with the terms of DIP Orders and the ABL DIP Credit Agreement and the Term DIP Credit Agreement, (iii) enforce its rights to payment of fees, expenses, and indemnification obligations as against any money or property distributable to Holders of Allowed ABL DIP Facility Claims and Allowed Term DIP Facility Claims, in accordance with the terms of DIP Orders and the ABL DIP Credit Agreement and the Term DIP Credit Agreement, and (iv) appear and be heard in the Chapter 11 Cases or in any proceeding in this Court, including to enforce any obligation owed to the DIP Agents, or Holders of the ABL DIP Facility Claims and Term DIP Facility Claims under the Plan, as applicable. Holders of or parties to such cancelled instruments, securities, and other documentation will have no rights arising from or relating to such instruments, securities, and other documentation, or the cancellation thereof, except the rights, distributions, and treatment provided for pursuant to the Plan.

88. Notwithstanding the preceding paragraph, any credit agreement or other instrument that governs the rights, claims, and remedies of the Holder of a Claim shall continue in full force and effect for the limited purposes of allowing Holders of Allowed Claims to receive distributions under the Plan and permitting the Reorganized Debtors and any other Distribution Agent, as applicable, to make distributions on account of the applicable Claims.

89. On the Effective Date, each holder of a certificate or instrument evidencing a Claim or Interest that is discharged by the Plan shall be deemed to have surrendered such certificate or instrument in accordance with the applicable indenture or agreement that governs the rights of

such holder of such Claim or Interest. Such surrendered certificate or instrument shall be deemed canceled as set forth in, and subject to the exceptions set forth in, **Article IV.H** of the Plan.

90. **Governance Documents.** On or immediately prior to the Effective Date, the Governance Documents shall be adopted or amended in a manner consistent with the terms and conditions set forth in the Plan and the Plan Supplement, as may be necessary to effectuate the transactions contemplated by the Plan. Each Reorganized Debtor will file its Governance Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation in accordance with the corporate laws of the respective state, province, or country of incorporation to the extent such filing is required for each such document. The Governance Documents shall prohibit the issuance of non-voting Equity Securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. After the Effective Date, each Reorganized Debtor may amend and restate its constituent and governing documents as permitted by the laws of its jurisdiction of formation and the terms of such documents.

91. On the Effective Date, New C1 shall enter into and deliver the New Equityholders' Agreement to each Holder of New Equity Interests, which shall become effective and binding in accordance with their terms and conditions upon the parties thereto without further notice to or order of the Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Entity. On the Effective Date, holders of New Equity Interests shall be deemed to have executed the New Equityholders' Agreement and be parties thereto, in privity of contract with the other parties to the New Equityholders' Agreement and be bound thereby, whether their ownership is recorded in a register maintained with New C1's transfer agent, without the need to deliver signature pages thereto.

92. **Effectiveness of All Actions.** All actions contemplated by the Plan, the RSA, and the Definitive Documents, as the same may be modified from time to time prior to the Effective Date subject, in each case, to the consent rights set forth or incorporated therein (including, for the avoidance of doubt, the Description of Transaction Steps), are hereby effective and authorized to be taken on, prior to, or after the Effective Date, as applicable, under this Confirmation Order, without further application to, or order of the Court, or further action by the respective officers, directors, managers, members, or equity holders of the Debtors or the Reorganized Debtors and with the effect that such actions had been taken by the unanimous action, consent, approval and vote of each of such officers, directors, managers, members, or equity holders.

93. **Approval of Restructuring Transactions.** The Restructuring Transactions set forth in the Plan are hereby approved and authorized in all respects. After the Confirmation Date, the Debtors or Reorganized Debtors, as applicable, are authorized to consummate the Restructuring Transactions (which, for the avoidance of doubt, shall be in form and substance acceptable to the Required Consenting Lenders, and, subject to the consent rights set forth in the Restructuring Support Agreement, reasonably acceptable to the Required Consenting Second Lien Lenders, and otherwise consistent with the Restructuring Support Agreement) and may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan that are consistent with and pursuant to the terms and conditions of the Plan. Any transfers of assets or equity interests effected, or any obligations incurred through the Restructuring Transactions are hereby approved and shall not constitute fraudulent conveyances or fraudulent transfers or otherwise be subject to avoidance.

94. **Rights Offering.** The Rights Offering complied with the Rights Offering and Election Procedures set forth in the Scheduling Motion and approved in the Scheduling Order, was

appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, was conducted in good faith and was in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules and any applicable non-bankruptcy rules, laws, and regulations, including to the extent applicable the registration requirements under the Securities Act. On the Effective Date, the Debtors are authorized to consummate the Rights Offering in accordance with and pursuant to the applicable terms and conditions of the Rights Offering Documents.

95. **Backstop Agreement.** The proposed terms and conditions of, and the Debtors' performance under the Backstop Agreement is an essential element of the Plan and is in the best interest of the Debtors, the Estates, and Holders of Claims and Interests. The terms and conditions of the Backstop Agreement are fair and reasonable, reflect the Debtors' exercise of reasonable business judgment consistent with their fiduciary duties and is supported by reasonably equivalent value and fair consideration. The Backstop Agreement was negotiated at arms' length and in good faith, without the intent to hinder, delay, or defraud any creditor of the Debtors.

96. The Backstop Agreement and the terms and provisions included therein are approved in their entirety pursuant to section 105 and section 363(b) of the Bankruptcy Code, and the Debtors are authorized to enter into the Backstop Agreement and to take any and all actions reasonably necessary and proper to implement the terms of the Backstop Agreement and to fully perform all obligations thereunder on the conditions set forth therein. The specified premiums, payments, obligations, indemnification obligations, and expenses contemplated to be paid by the Debtors pursuant to the Backstop Agreement, including the Direct Investment, the Backstop Commitment, the Direct Investment Commitment, and the Put Option Premium are hereby approved as reasonable and shall not be subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether contractual, equitable, or otherwise),

counterclaims, cross-claims, defenses, disallowance, impairment, disgorgement, or any other challenges under any theory at law or in equity by any person or entity. The Direct Investment, the Backstop Commitment, the Direct Investment Commitment, and the Put Option Premium contained in the Backstop Agreement shall be payable by the Debtors as provided in the Backstop Agreement without further order of the Court.

97. **Distributions.** The procedures governing distributions contained in **Article VI** of the Plan shall be, and hereby are, approved in their entirety.

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

99. **Exit Facilities.** On the Effective Date, the Reorganized Debtors shall enter into the Exit Facilities, the terms of which will be set forth in the Exit Facilities Documents. Confirmation of the Plan pursuant to this Confirmation Order shall be deemed final approval of the Exit Facilities and the Exit Facilities Documents, as applicable, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including, without limitation, ratification, assumption and restatement of all of the ABL DIP Facility Claims into "Obligations" under and as defined in the Exit ABL Facility, the incurrence of the loans under the Exit ABL Facility and the Exit Term Loan Facility, the provision of guarantees by the Debtors and the Reorganized Debtors (as the case may be), the payment of all fees, indemnities, expenses, and other payments provided for therein, the authorization of the Reorganized Debtors to enter into and execute the Exit Facilities Documents

and such other documents as may be required to effectuate the treatment afforded by the Exit Facilities, and the granting, including the ratification, assumption, amendment and restatement, of Liens on and security interests in, and pledges of, the assets of the Debtors and the Reorganized Debtors (as the case may be) (including entry into, and filing of, any mortgages, security agreements or other instruments in favor of the Exit ABL Agent or the Exit Term Loan Agent (for itself or on behalf of the secured parties under the Exit Term Loan Facility), as applicable, to secure the indebtedness and other obligations under the Exit ABL Facility or the Exit Term Loan Facility, as applicable), are (i) hereby fully and finally approved and (ii) shall be deemed to be legal, valid, binding and fully and unconditionally enforceable against each of the Debtors, the Reorganized Debtors, and their Affiliates party thereto in accordance with their terms, without any further corporate authorization or other action required by the Debtors or the Reorganized Debtors, as the case may be. Execution of the Exit Term Loan Credit Agreement by the Exit Term Loan Agent shall be deemed to bind all Holders of First Lien Claims and all Exit Term Loan Facility Lenders as if each such Holder or Exit Term Loan Facility Lender had executed the Exit Term Loan Credit Agreement with appropriate authorization.

100. In accordance with the terms of the Plan and the Exit ABL Facility Documents, subject to and upon the effectiveness of the Exit ABL Facility, the ABL DIP Documents shall be amended and restated upon the execution, delivery, and the satisfaction or waiver by the Exit ABL Agent of all conditions precedent to the Exit ABL Credit Agreement and the other Exit ABL Facility Documents in accordance with their terms. All ABL DIP Facility Claims (including, without limitation, any outstanding Letters of Credit (as defined in the ABL DIP Credit Agreement), Floorplan Approvals (as defined in the ABL DIP Credit Agreement) and Floorplan Advances (as defined in the ABL DIP Credit Agreement) shall be deemed to have been issued

and/or extended under and in accordance with the terms of the Exit ABL Facility Documents, upon the effectiveness thereof), plus all accrued, unpaid interest, fees, costs and expenses, shall be ratified, assumed and automatically deemed included in, and part of the Obligations under and as defined in the Exit ABL Facility Documents. Each of the Debtors and the Reorganized Debtors are authorized (in accordance with the terms of the Exit ABL Facility Documents), without further approval of the Court, to enter into, execute, negotiate and deliver, or cause to be executed, negotiated and delivered, the Exit ABL Credit Agreement and the Exit ABL Facility Documents, including all related agreements, documents, instruments and certificates relating to the Exit ABL Facility.

101. Subject to and upon the effectiveness of the Exit ABL Facility or the Exit Term Loan Facility, as applicable, and without further notice to any party, or further order or other approval of, or action by, the Court, or further act or action under applicable law, regulation, order or rule, or the vote, consent, authorization or approval of any Person, the Debtors, and/or the Reorganized Debtors, shall be and hereby are authorized to enter into, incur indebtedness and other obligations under, and perform any duties and obligations under, the Exit ABL Credit Agreement and the other Exit ABL Facility Documents or the Exit Term Loan Credit Agreement and the other Exit Term Loan Facility Documents, as applicable. This Confirmation Order shall constitute (a) approval of the Exit ABL Credit Agreement, the other Exit ABL Facility Documents, the Exit Term Loan Credit Agreement, and the other Exit Term Loan Facility Documents, all transactions contemplated thereby, and all actions to be taken, agreements and other documents to be entered into, undertakings to be made, and indebtedness and other obligations to be incurred by the Debtors and the Reorganized Debtors, or in connection therewith, including the payment of all fees, indemnities, costs and expenses provided for therein or relating thereto and (b) authorization for

the Debtors and the Reorganized Debtors to enter into, execute and deliver, incur and perform their obligations under, and grant Liens on and security interests in their assets and properties pursuant to the Exit ABL Credit Agreement, the other Exit ABL Facility Documents, the Exit Term Loan Credit Agreement, and the other Exit Term Loan Facility Documents.

102. Subject to and upon the effectiveness of the Exit ABL Facility, the Exit ABL Facility Documents, the Exit Term Loan Credit Agreement, the other Exit Term Loan Facility Documents, and any Liens and security interests granted by the Debtors and the Reorganized Debtors, in favor of the Exit ABL Agent under the Exit ABL Credit Agreement and other Exit ABL Facility Documents and the Exit Term Loan Agent (for itself or on behalf of the secured parties under the Exit Term Loan Facility) securing the indebtedness and all obligations of the Debtors, under the Exit ABL Facility and the Exit Term Loan Facility shall constitute the legal, valid, and binding obligations of the Debtors and the Reorganized Debtors, and shall be deemed to be validly created, attached and enforceable and perfected Liens on and security interests in the assets and properties of the Debtors and the Reorganized Debtors, and shall be fully and unconditionally enforceable in accordance with their respective terms and shall be, and hereby are, not subject to recharacterization or equitable subordination or avoidance for any purposes whatsoever, and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any other applicable nonbankruptcy law. The Exit ABL Facility and the Exit Term Loan Facility shall be deemed to be reasonable and to have been entered into in good faith, for reasonably equivalent value, for legitimate business purposes, and as an inducement to the Exit ABL Agent, the Exit Term Loan Agent, and the other secured parties thereunder to extend credit thereunder. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, on and after the Effective Date, the Court's retention of jurisdiction shall not govern the enforcement

of the Exit ABL Facility Documents, the Exit Term Loan Facility Documents, or any other documents executed in connection with the Exit ABL Credit Facility or the Exit Term Loan Facility, or any rights or remedies related thereto or exercised in connection therewith.

103. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Facilities Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Facilities Documents, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Exit Facilities Documents, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors and the Persons and Entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and this Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of this Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

104. **DIP Claims**. All DIP Claims shall be deemed Allowed as of the Effective Date in an amount equal to the "Obligations" (as defined in the ABL DIP Documents or the Term DIP Loan Documents, as applicable), including without limitation, (a) the principal amount outstanding

under the ABL DIP Credit Agreement or the Term DIP Credit Agreement, as applicable, on such date, (b) all accrued and unpaid interest thereon to the date of payment and (c) all accrued and unpaid fees, expenses and noncontingent indemnification obligations payable under the ABL DIP Credit Agreement or the Term DIP Credit Agreement, as applicable.

105. Each Allowed ABL DIP Facility Claim and all Liens securing such Allowed ABL DIP Facility Claim shall continue in full force and effect on and after the Effective Date, as amended and restated by and in accordance with the Exit ABL Credit Agreement and the Exit ABL Facility Documents, and nothing in the Plan, the Plan Supplement or this Confirmation Order shall or shall be construed to release, discharge, relieve, limit, or impair in any way the rights of any Holder of an ABL DIP Facility Claim or any Lien securing such Claim, all of which shall be amended and restated by the Exit ABL Facility.

106. **Effectiveness of Final DIP Order**. Notwithstanding the entry of this Confirmation Order, from the Confirmation Date through the Effective Date (the "**Pre-Consummation Period**"), including without limitation, the substantial consummation of the Restructuring Transactions, all of the Loans, Letters of Credit, Floorplan Advances, and all other "Obligations" as defined in the ABL DIP Credit Agreement and all "Obligations" as defined in the Term DIP Credit Agreement, as incurred during the Pre-Consummation Period, and all claims, liens, interest, rights, priorities, protections and remedies afforded to the ABL DIP Agent, ABL DIP Lenders, Term DIP Agent, and the other Term DIP Secured Parties (as defined in the Final DIP Order) in the Final DIP Order shall remain in full force and effect, and shall continue to constitute the legal, valid, binding and enforceable obligations of Debtors and Reorganized Debtors, which shall not be impaired, prejudiced or modified in any way at any time prior to the Effective Date. Until such time as all of the conditions precedent to the effectiveness of the Exit ABL Facility Documents or

the Exit Term Loan Facility Documents, as applicable, have been satisfied, including the occurrence of the Effective Date, the rights and remedies of each of the ABL DIP Agent and the ABL DIP Lenders under the ABL DIP Facility and the Term DIP Agent and the other Term DIP Secured Parties (as defined in the Final DIP Order) under the Term DIP Facility shall remain in full force and effect.

107. For the avoidance of doubt, prior to the effectiveness of the Exit ABL Credit Agreement or the Exit Term Loan Credit Agreement, as applicable, the ABL DIP Lenders and the Term DIP Lenders shall have the rights and remedies available to the ABL DIP Lenders and the Term DIP Lenders, respectively, under the DIP Orders, the ABL DIP Credit Agreement, and the Term DIP Credit Agreement (as applicable), and the relative ranking and priorities between the ABL DIP Facility, on the one hand, and the Term DIP Facility or the Exit Term Loan Facility (as the case may be), on the other hand, shall be consistent with the ranking and priorities between the ABL DIP Facility and the Term DIP Facility set forth in the Final DIP Order.

108. Upon the Effective Date, the DIP Secured Parties (as defined in the Final DIP Order) shall be released from any and all liability, responsibility, and/or obligation to hold, reserve for, or otherwise fund or ensure the funding of the Carve Out (as defined in the Final DIP Order), or any other expenses included within the Carve Out and from any obligation, responsibility or liability to the Debtors, any of the Professionals (as defined in the Final DIP Order) or any other third party to pay, fund or otherwise satisfy the fees and expenses of such Professionals.

109. **New Equity Interests.** On the Effective Date, subject to the terms and conditions of the Plan, the Backstop Agreement, and the Restructuring Transactions, New C1 shall issue the New Equity Interests, which distribution and issuance shall be governed by the terms and conditions of the instruments evidencing or relating to such distribution, issuance, and/or dilution,

as applicable, including the Governance Documents (including the New Equityholders' Agreement). The issuance of the New Equity Interests is authorized without the need for any further corporate action. On the Effective Date, the New Equity Interests shall be issued and distributed as provided for in the Description of Transaction Steps to the Entities entitled to receive the New Equity Interests pursuant to, and in accordance with, the Plan and Backstop Agreement.

110. All of the shares of New Equity Interests issued pursuant to the Plan and this Confirmation Order shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in **Article VI** of the Plan shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, including the Governance Documents, which terms and conditions shall bind each Entity receiving such distribution or issuance. Any Entity's acceptance of New Equity Interests shall be deemed as its agreement to the Governance Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms. The New Equity Interests will not be registered under the Securities Act or listed on any exchange as of the Effective Date and are not expected to meet the eligibility requirements of the DTC.

111. **Effectuating Documents; Further Transactions.** On and after the Effective Date, the Reorganized Debtors, and their respective officers and boards of directors and managers, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan and the Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors without the

need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan.

112. **Certain Securities Law Matters.** The Debtors' solicitation of Holders of Claims receiving Securities under the Plan prior to the Petition Date was subject to the Securities Act and the regulatory authority of various states under state securities laws. Accordingly, the offering of New Equity Interests before the Petition Date to Holders of First Lien Claims and Second Lien Claims was exempt from the registration requirements of the Securities Act in reliance upon section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, and/or in reliance on Regulation S under the Securities Act.

113. No registration statement will be filed under the Securities Act, or pursuant to any state securities laws, with respect to the offer and distribution of Securities under the Plan. The offering, issuance, and distribution of any Securities pursuant to the Plan, including the New Equity Interests, will be exempt from the registration requirements of section 5 of the Securities Act or any similar federal, state, or local law in reliance on (a) with respect to the New Equity Interests issued pursuant to the Rights Offering (other than with respect to the Backstop Commitment and the Direct Investment Commitment), section 1145 of the Bankruptcy Code, (b) with respect to the New Equity Interests issuable pursuant to the Plan as the Second Lien Recovery, section 1145 of the Bankruptcy Code, and (c) with respect to the New Equity Interests issued pursuant to the Direct Investment, the Put Option Premium, and the unsubscribed New Equity Interests issued to the Investors pursuant to the Backstop Agreement, section 4(a)(2) of the Securities Act or Regulation D or Regulation S promulgated thereunder.

114. The New Equity Interests issued pursuant to section 1145 of the Bankruptcy Code (i) shall not be "restricted securities" as defined in Rule 144(a)(3) under the Securities Act and

(ii) shall be freely transferable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, compliance with applicable state or foreign securities laws, if any, and the rules and regulations of the United States Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments; (b) the provisions of Rule 144 under the Securities Act with respect to a holder thereof that (x) is, or within 90 days of such transfer has been, an "affiliate" of the Debtors within the meaning of Rule 144(a)(1) or (y) has acquired the New Equity Interests from an "affiliate" of the Debtors in a transaction or chain of transactions not involving any public offering within one year of such transfer; and (c) any restrictions on the transferability of such New Equity Interests in the Governance Documents.

115. The New Equity Interests, including those issued pursuant to the Backstop Agreement and the New Equity Interests reserved for issuance under the Management Incentive Plan Pool, in each case, that may be issued pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act, Regulation D thereunder, Regulation S thereunder, and/or other available exemptions from registration will be considered "restricted securities," will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act.

116. **Compromise of Controversies.** In consideration for the distributions and other benefits, including releases, provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims, Interests, and controversies (including the PVKG Note Claims Settlement) resolved under the Plan and the entry of this Confirmation Order

constitutes approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019.

117. **Approval of the PVKG Note Claims Settlement.** The PVKG Note Claims Settlement is fair, equitable, within the range of reasonableness, and in the best interests of the Debtors and their Estates. Entry of this Confirmation Order shall constitute the entry of an order approving the PVKG Note Claims Settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019.

118. **Assumption and Assignment of Contracts and Leases.** On the Effective Date, each Executory Contract and Unexpired Lease shall be deemed assumed, unless such Executory Contract and Unexpired Lease: (a) was assumed or rejected previously by the Debtors; (b) previously expired or terminated pursuant to its own terms; (c) is the subject of a motion or notice to reject pending as of the Effective Date; or (d) is identified on the Rejected Executory Contract and Unexpired Lease List, without the need for any further notice to or action, order, or approval of the Court, under section 365 of the Bankruptcy Code and the payment of Cure Claims, if any, shall be paid in accordance with **Article V.D** of the Plan. The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. Except as otherwise provided in the Plan or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the

prepetition nature of the Executory Contract or Unexpired Lease or the validity, priority, or amount of any Claims that may arise in connection therewith.

119. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in **Article V** of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption and assignment, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety.

120. Nothing in this Confirmation Order or in any notice or any other document is or shall be deemed an admission by the Debtor or Reorganized Debtors that any assumed contract is an executory contract or unexpired lease under section 365 of the Bankruptcy Code.

121. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure Claim pursuant to **Article V.D** of the Plan shall result in the full release and satisfaction of any Cure Claims, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to this Confirmation Order, and for which any Cure Claim has been fully paid pursuant to **Article V.D** of the Plan, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Court.

122. All Claims for damages resulting from the rejection of an Executory Contract or Unexpired Lease shall be asserted in accordance with **Article V.C** of the Plan and shall be treated as General Unsecured Claims pursuant to **Article III.C** of the Plan and may be objected to in

accordance with the provisions of **Article VII** of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

123. **Exemption from Transfer Tax and Recording Fees.** To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (a) the issuance, reinstatement, distribution, transfer, or exchange of any debt, Equity Security, or other interest in the Debtors or the Reorganized Debtors; (b) the Restructuring Transactions; (c) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (d) the making, assignment, or recording of any lease or sublease; (e) the grant of collateral as security for any or all of the Exit Facilities; or (f) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of this Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall

forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

124. **Plan Supplement.** Without further order or authorization of this Court, subject to the consent and approval rights of applicable parties set forth in the Plan and the RSA, the Debtors, Reorganized Debtors, and their successors are authorized and empowered to make all modifications to all documents included as part of the Plan Supplement that are consistent with the Plan, unless such modifications require relief under section 1127 of the Bankruptcy Code. Execution versions of the documents comprising or contemplated by the Plan Supplement shall constitute legal, valid, binding, and authorized obligations of the respective parties thereto, enforceable in accordance with their terms and, to the extent applicable, shall create, as of the Effective Date, all mortgages, Liens, deeds of trust, pledges, and security interests purported to be created thereby.

125. **Professional Compensation.** All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be filed no later than forty-five (45) days after the Effective Date. The Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Court. The Reorganized Debtors shall pay Professional Fee Claims in Cash in the amount the Bankruptcy Court allows, from the Professional Fee Escrow Account as soon as practicable after such Professional Fee Claims are Allowed.

126. On the Effective Date, the Reorganized Debtors shall fund the Professional Fee Escrow Account with an amount of Cash equal to the Professional Fee Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Such funds shall not

be considered property of the Estates of the Debtors or the Reorganized Debtors. When all Allowed Professional Fee Claims have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further action or order of the Bankruptcy Court. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Court.

127. **Release, Exculpation, Discharge, Injunction, and Related Provisions.** The release, exculpation, discharge, injunction, and related provisions embodied in the Plan, including those contained in **Article VIII.A–G** of the Plan shall be, and hereby are, approved and authorized in their entirety and shall be effective and binding on all Persons and Entities, to the extent provided in the Plan, without further order or action by the Court.

128. **Restructuring Expenses.** The Claims for Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date (or, with respect to necessary post-Effective Date matters, after the Effective Date), shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms set forth herein and in the RSA, without any requirement to File a fee application with the Bankruptcy Court, without the need for itemized time detail, or without any requirement for Bankruptcy Court review or approval. All Claims for Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least three (3) Business Days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission or

limitation with respect to such Restructuring Expenses. On the Effective Date, invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. After the Effective Date, the Debtors and Reorganized Debtors (as applicable) shall continue to pay when due and payable in the ordinary course of their business any unpaid Restructuring Expenses that were incurred on, before, or after the Effective Date.

129. **Term of Injunctions or Stays.** Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays arising under or entered during these Chapter 11 Cases under sections 105 and 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

130. **Nonseverability of Plan Provisions Upon Confirmation.** Each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (a) valid and enforceable pursuant to its terms; (b) integral to the Plan and may not be deleted or modified without the Debtors' or Reorganized Debtors' consent, as applicable, *provided* that any such deletion or modification shall be consistent with the RSA and the Backstop Agreement and the consent rights contained in each of them; and (c) non-severable and mutually dependent.

131. **Post-Confirmation Modifications.** Without need for further order or authorization of the Court, the Debtors or the Reorganized Debtors, as applicable, are authorized and empowered to make any and all modifications to any and all documents that are necessary to effectuate the Plan that do not materially modify the terms of such documents and are consistent with the Plan (subject to the consent rights contained in each of the Plan, the RSA, and the Backstop Agreement). Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth

in the Plan, the RSA, and the Backstop Agreement, the Debtors and the Reorganized Debtors expressly reserve their respective rights to revoke or withdraw, or to alter, amend, or modify materially the Plan with respect to such Debtor, one or more times after Confirmation, and, to the extent necessary, may initiate proceedings in the Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or this Confirmation Order, in such manner as may be necessary to carry out the purposes and intent of the Plan (subject to the consent rights contained or incorporated in each of the Plan, the RSA, and the Backstop Agreement). Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with **Article X.A** of the Plan.

132. **Chubb Insurance Program.** Notwithstanding anything to the contrary in the Definitive Documents, any other document related to any of the foregoing, or any other order of this Court (including, without limitation, any other provision that purports to be peremptory or supervening, grants an injunction, discharge or release, confers Court jurisdiction, or requires a party to opt out of any releases):

a. on the Effective Date, all of the insurance policies which have been issued by ACE American Insurance Company, Federal Insurance Company and any of their respective U.S.-based affiliates and predecessors (collectively, and solely in their capacities as insurers and third party administrators, the "**Chubb Companies**") to, or which provide coverage to, any of the Debtors (or any of their predecessors) at any time and for any line of coverage (collectively and together with any agreements, documents or instruments related thereto and each as amended, modified or supplemented and including any exhibit or addenda thereto, the "**Chubb Insurance Program**") shall be assumed by the Debtors and assigned to the Reorganized Debtors, jointly and

severally, in their entireties pursuant to sections 105 and 365 of the Bankruptcy Code, and shall continue in full force and effect thereafter in accordance with their respective terms;

b. on and after the Effective Date, the Reorganized Debtors shall become and remain liable in full for all of their and the Debtors' obligations under the Chubb Insurance Program in the ordinary course of business pursuant to the terms of the Chubb Insurance Program (including, but not limited to, obligations for payment of any outstanding or not-yet-owed premium installments owing thereunder and any outstanding SIR or deductible amounts), regardless of whether such obligations arise before or after the Effective Date, and without the need or requirement for the Chubb Companies file a Proof of Claim or an Administrative Claim, Cure Claim, cure objection, or provide any notice of recoupment;

c. nothing (including **Articles V.B**, **V.F** and **VI.L** of the Plan) alters, modifies or otherwise amends the terms and conditions of the Chubb Insurance Program, and any rights and obligations thereunder shall be determined under the Chubb Insurance Program and applicable non-bankruptcy law as if the Chapter 11 Cases had not occurred;

d. the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in **Article VIII.F** of the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Bankruptcy Court, solely to permit: (i) claimants with valid workers' compensation claims or direct action claims against the Chubb Companies under applicable non-bankruptcy law to proceed with their claims; (ii) the Chubb Companies to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (A) workers' compensation claims, (B) claims where a claimant asserts a direct claim against the Chubb Companies under applicable non-bankruptcy law, or an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay or the

injunctions set forth in **Article VIII.F** of the Plan to proceed with its claim, and (C) all costs in relation to each of the foregoing; (iii) the Chubb Companies to cancel any policies under the Chubb Insurance Program, and take, in their sole discretion, any other actions relating to the Chubb Insurance Program (including effectuating a setoff); and

e. for the avoidance of doubt, nothing in Section F of **Article VIII** of the Plan applies or shall be deemed to apply to any claims covered by the Chubb Insurance Program.

133. **Bond Obligations.** Notwithstanding any other provisions of the Definitive Documents, any other document related to any of the foregoing, or any order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening, grants an injunction, discharge or release, confers Bankruptcy Court jurisdiction, or requires a party to opt out of any releases), on the Effective Date, all contractual and common law rights and obligations of Liberty Mutual Insurance Company, Travelers Casualty and Surety Company of America, Lexon Insurance Company, Endurance Assurance Corporation, Federal Insurance Company, Westchester Fire Insurance Company, SiriusPoint America Insurance Company and their affiliated sureties (collectively, and each as surety in their role as an issuer of surety bonds, surety guaranties, or surety-related products, each a "**Surety**" and together, the "**Sureties**") related to (i) bonds of any kind issued by the Sureties, whether prior to or after the Petition Date (the "**Surety Bonds**") on behalf of any of the Debtors, all of which are maintained in the ordinary course of business, (ii) payment and/or indemnity agreements between the Debtors and the Sureties, setting forth the Sureties' rights against the Debtors, and the Debtors' obligations to pay and indemnify the Sureties from any loss, cost, or expense that the Sureties may incur, in each case, on account of the issuance of any Surety Bonds, (iii) the Sureties' collateral agreements, if any, governing collateral (and proceeds thereof) in connection with the Surety Bonds, including

as applicable control agreements, pledge agreements, trust agreements, deposit account agreements, letters of credit and proceeds of all of the foregoing; and/or (v) premiums payable to the Sureties on account of the Surety Bonds (whether prepetition or post-petition, collectively, the "**Bond Agreements**," and the Debtors' obligations arising therefrom, the "**Bond Obligations**") shall continue in full force and effect according to their terms and applicable non-bankruptcy law and are not altered, modified, enjoined, impaired, discharged or released by the Definitive Documents or any order of the Court; *provided*, *however*, for the avoidance of doubt nothing herein shall extend the tail period of a Surety Bond or affect any prior cancellation of a Surety Bond. The Sureties' rights, including but not limited to the Sureties' common law rights, right of subrogation to the extent any claim is paid by a Surety, setoff and recoupment rights, lien rights and trust claims, are not primed, subordinated, affected or impaired by the Definitive Documents (including but not limited to **Articles IV.H**, **VI.L**, **VIII.B** and **VIII.F(d)** of the Plan) or any order of the Court, and neither are the rights of any party to whom a Surety may be subrogated. **Articles IV.H**, **VI.L**, **VIII.B** and **VIII.F(d)** of the Plan shall not apply to the Sureties or to any Claim to which a Surety may be subrogated. For the avoidance of any doubt, and solely to the extent applicable, if any of the Bond Agreements are deemed to be one or more executory contracts, such agreements are assumed by the Debtors and the Reorganized Debtors pursuant to section 365 of the Bankruptcy Code upon the Effective Date with the consent of the Sureties, as applicable. On the Effective Date, each Bond Agreement shall not be cancelled under the Plan but shall instead be deemed Reinstated or ratified by the Debtors and Reorganized Debtors on the terms of such Bond Agreement that existed immediately prior to the Effective Date. The Debtors and Reorganized Debtors shall execute and deliver new general contracts of indemnity as requested by the Sureties following the Effective Date in the ordinary course of business in accordance with the terms of the

applicable Bond Agreements. Nothing in the Definitive Documents or any order entered by the Court shall prime, modify, subordinate, impair or affect the Sureties' rights against any non-Debtor, or any non-Debtor's rights against the Sureties. For the avoidance of doubt, the Sureties (and the holders of claims to which the Sureties may be subrogated) shall be deemed to have opted out of any releases provided in the Plan, and the Sureties (and the holders of claims to which the Sureties may be subrogated) are not "Releasing Parties" or "Released Parties" under the Plan. The Sureties' Claims against the Debtors are Unimpaired and shall be Allowed under the Plan to the same extent the Sureties' claims would be allowed under applicable non-bankruptcy law, and the Reorganized Debtors shall retain any claims and defenses under applicable non-bankruptcy law with respect to any such Allowed Claims. The Reorganized Debtors and the Sureties reserve all rights and defenses under applicable law with respect to any right, claim, interest, or obligation arising under the Surety Bonds, indemnity agreements, or any documents related to the foregoing, and on the Effective Date, all claims arising under or granted to the Sureties in connection with the Surety Bonds shall not be impaired, discharged, or released by any provision of the Definitive Documents. Finally, the Debtors and Reorganized Debtors, as applicable, shall pay any unpaid premiums, attorneys' costs and fees (including but not limited to those in connection with these cases), and loss adjustment expenses to the Sureties pursuant to the terms of the applicable payment and indemnity agreements under the Bond Agreements in the ordinary course of business, including and such costs and fees that may be due and owing. For the avoidance of doubt, paragraph 42 of this Confirmation Order shall not supersede this paragraph (Bond Obligations).

134. **Notice of Entry of Confirmation and Effective Date.** In accordance with Bankruptcy Rules 2002 and 3020(c), no later than seven (7) business days after the Effective Date, the Reorganized Debtors shall file with the Court and serve by email and first class mail or

overnight delivery service a notice of the entry of this Confirmation Order and occurrence of the Effective Date (the "**Confirmation Notice**") on all Holders of Claims and/or Interests and to all parties on the *Master Service List* maintained by the Claims and Noticing Agent. Notwithstanding the above, no Confirmation Notice or service of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed notice of the Combined Hearing, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address," or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. To supplement the notice procedures described in the preceding sentences, no later than fourteen (14) days after the Effective Date, the Reorganized Debtors shall cause the Confirmation Notice, modified for publication, to be published on one occasion in the *New York Times* (National Edition). Mailing and publication of the Confirmation Notice in the time and manner set forth in this paragraph shall be good, adequate, and sufficient notice under the particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c). No further notice will be necessary.

135. **Waiver of Filings.** Any requirement under section 521 of the Bankruptcy Code or Bankruptcy Rule 1007 obligating the Debtors to file any list, schedule, or statement with the Court of the Office of the U.S. Trustee is permanently waived as to any such list, schedule, or statement not filed as of the Confirmation Date.

136. **Waiver of Section 341 Meeting of Creditors or Equity Holders; Waiver of Schedules and Statements and 2015.3 Reports.** Any requirement under section 341(e) for the U.S. Trustee to convene a meeting of creditors or equity holders is permanently waived as of the Confirmation Date. Any requirements for the Debtors to file the following are permanently waived as of the Confirmation Date: (a) schedules of assets and liabilities and statements of financial

affairs and (b) their initial reports of financial information with respect to entities in which the Debtors hold a controlling or substantial interest as set forth in Bankruptcy Rule 2015.3.

137. **Waiver of 11 U.S.C. § 345.** Section 345 of the Bankruptcy Code and any provision of the U.S. Trustee Guidelines requiring that the bank accounts listed in the Debtors' Cash Management Motion be U.S. Trustee authorized depositories is waived with respect to the bank accounts existing as of the Petition Date.

138. **Reservation of Rights.** Except as expressly set forth in the Plan, the Plan shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders unless and until the Effective Date has occurred.

139. **Authorization to Consummate.** The Debtors and the Reorganized Debtors, as applicable, are authorized to consummate the Plan after the entry of this Confirmation Order subject to satisfaction or waiver (by the required parties) of the conditions precedent to Consummation set forth in **Article IX** of the Plan.

140. **Substantial Consummation.** Consummation of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

141. **Failure of Consummation.** Notwithstanding entry of this Confirmation Order, if Consummation does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan, the Disclosure Statement, or the RSA shall: (a) constitute a waiver or release of any Claims by the Debtors, Claims, or Interests; (b) prejudice in any manner the rights of the Debtors, any Holders of Claims or Interests, or any other Entity; or (c) constitute an admission,

acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims or Interests, or any other Entity, respectively; *provided* that all provisions of the RSA that survive termination thereof shall remain in effect in accordance with the terms thereof.

142. **Effect of Conflict.** This Confirmation Order supersedes any Court order issued prior to the Confirmation Date that may be inconsistent with this Confirmation Order. In the event of an inconsistency between this Confirmation Order and the Plan, the Disclosure Statement, or the Plan Supplement, this Confirmation Order shall control.

143. **Waiver of Stay.** For good cause shown, the stay of this Confirmation Order provided by any Bankruptcy Rule is waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by the Court.

144. **Waiver or Estoppel.** Upon the Effective Date, each Holder of a Claim or Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers filed with the Court prior to the Confirmation Date.

145. **Final Order.** This Confirmation Order is a Final Order, and the period in which an appeal must be filed shall commence upon the entry hereof.

146. **Retention of Jurisdiction.** The Court may properly, and upon the Effective Date shall, to the full extent set forth in the Plan, retain jurisdiction over all matters arising out of, and relating to, the Chapter 11 Cases, this Confirmation Order, and the Plan, including the matters set forth in **Article XI** of the Plan and sections 105(a) and 1142 of the Bankruptcy Code.

Signed: May 23, 2024

Christopher Lopez
United States Bankruptcy Judge