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STATE OF NEW JERSEY)
) ss:
CITY OF MONMOUTH JUNCTION, in the COUNTY OF MIDDLESEX)

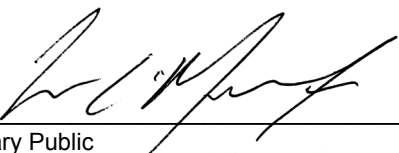
I, Wayne Sidor, being duly sworn, depose and say that I am the Advertising Clerk of
the Publisher of THE WALL STREET JOURNAL, a daily national newspaper of
general circulation throughout the United States, and that the notice attached to this
Affidavit has been regularly published in THE WALL STREET JOURNAL for National
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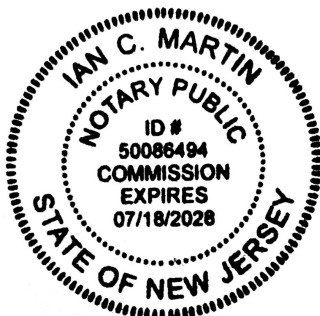
ADVERTISER: SPIRIT AIRLINES, INC.

and that the foregoing statements are true and correct to the best of my knowledge.

Sworn to
before me this
24th day of
December 2024

Wayne Sidor


Notary Public

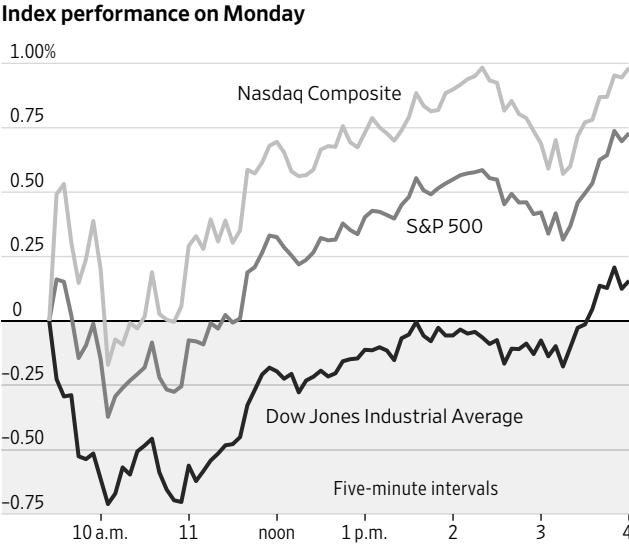


S&P and Nasdaq Get a Boost From Strong Technology Shares

Stocks edged upward Monday, buoyed by investors in search of late-December bargains.

All three indexes closed higher, building on gains from Friday, though each remained well below highs notched earlier in the month. The market is still on track for a year-end record, with the S&P 500 on pace for a second straight annual increase of 20% or more for the first time since the late 1990s.

Tech stocks gained in the thinner pre-Christmas market with shares in AI chipmakers **Broadcom**, **Advanced Micro Devices** and **Nvidia** up 5.5%, 4.5% and 3.7% respectively. The Nasdaq rose 1%, the S&P rose 0.7% and the Dow edged up 0.2% after hovering around the flatline most of the day. Traders were taking advantage of lower prices after a Fed meeting last week signaling a lower pace of rate cuts sent stocks plummeting, said Tom Hainlin, national investment strategist at U.S. Bank. “I think that drop on Wednesday and Thursday just created an opportunity for



bargain hunters to come in and own those high quality names,” he said. Two tech stocks with cult followings, **MicroStrategy** and **Palantir**, joined the Nasdaq 100 on Monday. MicroStrategy celebrated with a signature move: Adding to its stash of bitcoin. MicroStrategy fell more than 8%, while Palantir edged up.

Elsewhere: ♦ **Bond yields climbed, with the yield on the benchmark 10-year Treasury note rising to 4.594%, from 4.522% Friday. The yield on the 2-year Treasury climbed to 4.345% from 4.311%.** ♦ **Asian markets rallied Monday, with Honda and Nissan up in Japan in anticipation of a merger. On Tuesday morning**

Honda leaped nearly 14% on its plan for a share buyback. —*Joe Wallace and Heather Gillers*

AUCTION RESULTS

Here are the results of Monday's Treasury auctions. All bids are awarded at a single price at the market-clearing yield. Rates are determined by the difference between that price and the face value.

	13-Week	26-Week
Applications	\$22,993,370,900	\$207,986,036,400
Accepted bids	\$82,586,370,900	\$73,409,976,400
* noncomp	\$2,145,751,800	\$1,584,669,100
* foreign noncomp	\$75,000,000	\$28,400,000
Auction price (rate)	98.928222 (4.240%)	97.891833 (4.170%)
	4.345%	4.311%
	4.346%	4.324%
Bids at clearing yield accepted	912797MIU8	912797NW3

Both issues are dated Dec. 26, 2024. The 13-week bills mature on March 27, 2025; the 26-week bills mature on June 26, 2025.

52-WEEK BILLS

Applications	\$162,883,601,400
Accepted bids	\$48,939,928,600
* noncompetitively	\$1,123,089,300
* foreign noncompetitively	\$0
Auction price (rate)	95.873472 (4.070%)
Coupon equivalent	4.259%
Bids at clearing yield accepted	57.95%
Cusip number	912797MIU7

The bills, dated Dec. 26, 2024, mature on Dec. 26, 2025.

TWO-YEAR NOTES

Applications	\$189,004,166,500
Accepted bids	\$69,678,721,900
* noncompetitively	\$613,634,800
* foreign noncompetitively	\$5,000,000
Auction price (rate)	99.838827 (4.335%)
Interest rate	4.250%
Bids at clearing yield accepted	21.89%
Cusip number	91282CM68

The notes, dated Dec. 31, 2024, mature on Dec. 31, 2026.

Walmart Shares in the retailer fell 2% following a drop in a consumer-confidence index published by research group the Conference Board.

Honda Motor Nissan Motor The Japanese carmakers said their boards had agreed to pursue merger talks, with the aim of combining in 2026. Honda also announced a share buyback. Shares of Honda gained 3.8% and Nissan rose 1.6% in Tokyo.

Novo Nordisk Shares of the Ozempic and Wegovy maker rose 5.7%, clawing back some of the ground they lost Friday, when disappointing clinical-trial results wiped nearly \$100 billion from the drugmaker's market value.

Eli Lilly Shares of Novo's rival rose. Late Friday, Eli Lilly said the Food and Drug Administration had approved Zeppbound, another obesity drug, for some sleep-apnea patients. Lilly shares gained 3.7% on Monday.

Xerox Shares climbed 13% after it struck a \$1.5 billion deal to buy Lexmark International, a maker of printers and

printing software. **News Corp** News Corp and Australian telecom company Telstra agreed to sell jointly owned Foxtel to sports streaming service DAZN at a value of more than \$2.1 billion. Shares of News Corp, which owns The Wall Street Journal, gained 0.7%.

BNP Paribas AXA French bank BNP agreed to buy the investment-management arm of insurance company AXA for about \$5.3 billion, creating one of the largest money managers in Europe. BNP's shares edged down 0.1%, while AXA stock crept up 0.4%.

TUESDAY'S AND WEDNESDAY'S EVENTS: The stock market in the U.S. will close at 1 p.m. ET on Tuesday, Dec. 24, while bond markets will close early at 2 p.m. ET. On Wednesday, Dec. 25, both stock and bond markets are closed.

EARNINGS EXPECTED: No earnings are expected Tuesday or Wednesday.

Games Workshop Debuts in the FTSE 100

By MICHAEL SUSIN

Games Workshop shares made their debut on London's blue-chip FTSE 100 index, putting the retailer and maker of Warhammer miniatures in the same company as British industry stalwarts like Shell, Unilever and Barclays. Shares rose 1.62% Monday to close at 132.10 British pounds, giving the company a

market value of £4.36 billion, equivalent to \$5.45 billion. Shares are up 34% year to date, having hit record highs earlier this month. The company designs, makes and sells miniature fantasy models that fans can assemble and paint to use in board games. It has more than 500 retail stores around the world including the U.K., U.S., Canada, Australia, China,

Japan and throughout Europe. A planned expansion into movies and TV has fired up investors. Games Workshop's stock rallied earlier this month after the company said it reached a final agreement with Amazon for a film and television series centered on Warhammer and involving actor Henry Cavill, known for his roles in “Superman” and “The Witcher.”

BNP Paribas Unit Signs Agreement To Buy AXA IM for \$5.3 Billion

By ADRIÀ CALATAYUD

BNP Paribas said its BNP Paribas Cardiff insurance business and **AXA** signed a deal for the 5.1-billion-euro (\$5.32 billion) purchase of AXA Investment Managers. The French groups said in August they were in talks for

a deal that would more than double the funds BNP Paribas oversees to create one of the largest money managers in Europe. The deal includes a long-term partnership under which banking group BNP Paribas would manage a large part of insurer AXA's assets. Both groups completed in-

formation-consultation procedures with employee-representative bodies, BNP Paribas said. Completion of the transaction is expected in mid-2025. The combined business would oversee assets amounting to €1.5 trillion, making it one of the biggest European players in the sector.

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BANKRUPTCIES

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

In re: **SPIRIT AIRLINES, INC., et al., Debtors.**

Chapter 11 Case No. 24-11988 (SHL) Jointly Administered

NOTICE OF (I) DEADLINES TO (A) CAST VOTES TO ACCEPT OR REJECT THE PLAN, (B) SUBMIT OPT-OUT FORMS, AND (C) OBJECT TO FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN, (II) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN, AND (III) RELATED MATTERS AND PROCEDURES

NOTICES IS HEREBY GIVEN as follows:

On November 17, 2024, Spirit Airlines, Inc. (together with its subsidiaries, collectively, the “Debtors”) commenced the above-captioned Chapter 11 cases (the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”). Reference is made to the Joint Chapter 11 Plan of Reorganization of Spirit Airlines, Inc. and its Debtor Affiliates (ECF No. 247) and the related disclosure statement (ECF No. 270) (including all appendices, exhibits, schedules, and supplements, and as altered, amended, supplemented, or otherwise modified from time to time in accordance therewith, the “Plan” and “Disclosure Statement” respectively).

On December 17, 2024, the Bankruptcy Court entered an order (ECF No. 246) (the “Scheduling Order”) that conditionally approved the Disclosure Statement as containing adequate information, in compliance with section 1125(a) of the Bankruptcy Code, for the purpose of soliciting votes on the Plan. The Disclosure Statement is subject to final approval of the Court at the Combined Hearing. The conditional approval of the Disclosure Statement is subject to the right of any party in interest to timely object to final approval of the Disclosure Statement and confirmation of the Plan in accordance with the Scheduling Order. The Court's denial of approval of the Disclosure Statement may result in the invalidation of the Solicitation and voting done prior thereto. The Court has not determined whether the Disclosure Statement should be approved on a final basis or whether the Plan should be confirmed.

By entering the Scheduling Order, the Bankruptcy Court also, among other things, (a) approved the forms of Ballots, Solicitation Package, and other related notices, (b) established certain dates and deadlines in connection with the solicitation and confirmation of the Plan, and (c) scheduled a Combined Hearing for the approval of the Disclosure Statement on a final basis and the confirmation of the Plan.

Combined Hearing

A Combined Hearing on the final approval of the Disclosure Statement and Plan Confirmation will commence on **January 29, 2025, at 11:00 a.m.**, before the Honorable Sean H. Lane, United States Bankruptcy Judge, at the U.S. Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601. Those wishing to participate in the Hearing in person may appear before the Court. Parties wishing to appear at the Hearing (whether “live” or “listen only”) are required to register their appearance at <https://ecf.ny.sdb.uscourts.gov/cgi-bin/ny2b3appearances.pl> by **4:00 p.m. on January 24, 2025**. Instructions and additional information about the Bankruptcy Court's remote attendance procedures can be found at <https://www.ny.sdb.uscourts.gov/court-appearances>. The Bankruptcy Court will circulate by email the Zoom link to the Combined Hearing for those parties who properly made an electronic appearance prior to the Hearing.

The Combined Hearing may be adjourned or continued from time to time to the Bankruptcy Court or by the Debtors by announcement of the adjournment or continuance at a hearing before the Court or by filing a notice on the Bankruptcy Court's docket.

The Debtors may, without further order of the Bankruptcy Court, make non-substantive or immaterial changes to the Plan, Disclosure Statement, Solicitation Packages, Notices of Meeting Status, and related documents without further order of the Bankruptcy Court, including changes to correct typographical and grammatical errors, and to make conforming changes among such documents when, in the Debtors' reasonable discretion, doing so would better facilitate the solicitation or confirmation process. Any other changes to the Plan shall be subject to its terms and the terms of the RSA.

Voting

Pursuant to the Plan, the Debtors created ten separate Classes of Claims and Interests, as follows:

Class	Claims and Interests	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Deemed to accept
2	Other Priority Claims	Unimpaired	Deemed to accept
3	Prepetition RCF Claims	Unimpaired	Deemed to accept
4	Senior Secured Notes Claims	Impaired	Entitled to vote
5	Convertible Notes Claims	Impaired	Entitled to vote
6	General Unsecured Claims	Unimpaired	Deemed to accept
7	Section 510(b) Claims	Impaired	Presumed to Reject
8	Intercompany Claims	Unimpaired or Impaired	Deemed to accept or presumed to reject
9	Intercompany Interests	Unimpaired or Impaired	Deemed to accept or presumed to reject
10	Existing Interests	Impaired	Presumed to reject

A Holder's ability to vote on the Plan depends on, among other things, which Class its Claim is in, as set forth in the table above, and whether it held such Claim on December 10, 2024 (the “Voting Record Date”).

The Debtors are soliciting votes on the Plan from Holders of Claims classified in Classes 4 and 5 of the Plan (the “Voting Classes”), and Holders of Claims in such classes, the “Voting Holders”. Detailed instructions regarding how to vote on the Plan are contained on the ballots (the “Ballots”) distributed to Voting Holders. To be counted as a vote on the Plan, each Ballot must be completed, executed, and returned in accordance with the instructions that were transmitted on or with such Ballot, such that the Master Ballot or Beneficial Ballot is actually received by the Claims and Solicitation Agent by **5:00 p.m. on January 21, 2025 (the “Voting Deadline”).** Except to the extent that the Debtors so determine or as permitted by the Bankruptcy Court, Ballots that are received after the Voting Deadline will not be counted or otherwise used by the Debtors in connection with the Debtors' request for Confirmation of the Plan (or any permitted modification thereof). Any Ballot that does not comply with the instructions that were transmitted with such Ballot or does not comply with the Scheduling Order may be counted.

Objections to Plan Confirmation and Final Approval of the Disclosure Statement

The Court has established **5:00 p.m. on January 21, 2025** as the deadline for filing and serving objections to the final approval of the Disclosure Statement and confirmation of the Plan (the “Confirmation Objection Deadline”). Objections to final approval of the Disclosure Statement or confirmation of the Plan, if any, must (1) be in writing, in English, and in text-searchable format, (2) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and any other orders of the Bankruptcy Court (3) state, with specificity, the legal and factual bases therefor and, if practicable, a proposed modification to the Plan that would resolve such objection, (4) be filed with the Bankruptcy Court no later than the Confirmation Objection Deadline, and (5) be served on the following parties so as to be actually received prior to the Confirmation Objection Deadline: (i) counsel to the Debtors, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner, Darren S. Klein, Christopher S. Robertson, Moshe Melzer, and Kayleigh Yerdon; (ii) counsel to the Consenting Senior Secured Noteholders, Akin Gump Strauss Hauer & Feld LLP, 1 Bryant Park, New York, New York 10036, Attn: Michael Stamer and Jason P. Rubin; (iii) counsel to the Consenting Convertible Noteholders, Paul Hastings LLP, 715 Wacker Drive, Chicago, Illinois 60606, Attn: Matthew L. Warren and Geoffrey King; (iv) the U.S. Trustee, 201 Varick Street, Room 1006, New York, New York 10014, Attn: Shara Cornell (shara.cornell@usdoj.gov); Annie Wells (annie.wells@usdoj.gov); and Eric Bradford (eric.bradford@usdoj.gov); and (v) (proposed) counsel to the Official Committee of Unsecured Creditors, Wilkie Farr & Gallagher LLP, 787 7th Avenue, New York, New York 10019, Attn: Brett Miller, Todd Goren, and Christine Thain. **UNLESS AN OBJECTION IS TIMELY AND PROPERLY SERVED AND FILED IN**

ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT. Replies in support of final approval of the Disclosure Statement or confirmation of the Plan must be filed with the Court no later than **12:00 p.m. on January 24, 2025.**

Effects of Confirmation and Plan Implementation

If the Plan is confirmed by the Court, all Holders of Claims against and interests in the Debtors (including those Holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

Following Confirmation, and subject to satisfaction or waiver of each condition precedent in Article IX of the Plan, the Plan will be consummated on the Effective Date. Among other things, on the Effective Date, certain release, injunction, excuplation, and discharge provisions—which are integral to the Restructuring Transactions—set forth in Article VII of the Plan will become effective. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND APPROVE THE DISCLOSURE STATEMENT AND PLAN, INCLUDING THE RELEASE, EXCUPULATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED THEREBY. THE PLAN'S THIRD-PARTY RELEASES, EXCUPULATION, AND INJUNCTION PROVISIONS ARE ATTACHED FOR YOUR CONVENIENCE AS SCHEDULE 1 HERETO.

ALL HOLDERS OF CLAIMS OR INTERESTS (OTHER THAN EXISTING INTERESTS) THAT DO NOT TIMELY AND PROPERLY ELECT TO OPT OUT OF THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE VII OF THE PLAN, BY CHECKING THE OPT-OUT BOX ON A BALLOT OR OPT-OUT FORM DISTRIBUTED BY THE DEBTORS OR FILING AN OBJECTION TO SUCH RELEASES, WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY OBJECTING TO OR ELECTING TO OPT OUT OF THE THIRD-PARTY RELEASES SET FORTH IN ARTICLE VII OF THE PLAN, YOU MAY FOREGO THE BENEFIT OF OBTAINING THE THIRD-PARTY RELEASES UNDER ARTICLE VII OF THE PLAN IF YOU WOULD OTHERWISE BE A RELEASED PARTY IN CONNECTION THEREWITH. BE ADVISED THAT YOUR RECOVERY UNDER THE PLAN WOULD BE THE SAME REGARDLESS OF WHETHER YOU OPT OUT OF THE THIRD-PARTY RELEASES UNDER ARTICLE VII OF THE PLAN. Except as otherwise provided in the Plan, on and after the Effective Date, all property of the Estates, wherever located, including all claims, rights, and Causes of Action, shall vest in each respective Reorganized Debtor free and clear of all Claims, Liens, charges, and other encumbrances and interests. On and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property wherever located, and prosecute, compromise, or settle any Claims, Liens, charges, and other encumbrances and interests, without regard to or approval by the Bankruptcy Court, and free and clear of any restrictions of the Bankruptcy Code, the Bankruptcy Rules, other than restrictions expressly imposed by this Plan, and the Confirmation Order. Such claims and Causes of Action include any of the Debtors' rights to indemnification from third parties and the Debtors' rights in respect of any Insurance Contracts.

Upon consummation, the Reorganized Debtors shall have, retain, reserve, and be entitled to commence, assert, and pursue all Retained Causes of Action, including those set forth on the Schedule of Retained Causes of Action attached to the Disclosure Statement as Exhibit D. If the Plan is not confirmed or does not go effective, there is no assurance that the Debtors will be able to reorganize their business. It is possible that any alternative may provide Holders of Claims with less than they would have received pursuant to the Plan. For a more detailed description of the Debtors' proposed plan of reorganization, see the Liquidation Analysis attached to the Disclosure Statement as Exhibit C.

Dated: December 18, 2024, New York, New York

DAVIS POLK & WARDWELL LLP, By: */s/ Darren S. Klein*, 450 Lexington Avenue, New York, NY 10017, Tel.: (212) 450-4000, Marshall S. Huebner, Darren S. Klein, Christopher S. Robertson, Moshe Melzer, Kayleigh Yerdon, Counsel to the Debtors and Debtors in Possession

Schedule 1

Excuplation, Release, and Injunction Provisions in the Plan

Article VII.D. Excuplation. Pursuant to section 1123(b) and 105(a) of the Bankruptcy Code, and except as otherwise specifically provided for in the Plan or Confirmation Order, and after the Effective Date, for good and valuable consideration, including their cooperation and contributions to the Chapter 11 Cases, the Released Parties shall be deemed released and discharged by the Debtors, the Reorganized Debtors, and their Estates from any and all claims, obligations, debts, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, asserted or unasserted, existing or hereinafter arising, in law, equity or otherwise, whether for tort, fraud, contract, violations of federal, state, foreign, or other applicable laws, or otherwise, including Avoidance Actions, those Causes of Action based on veil piercing or alter-ego theories of liability, contribution, indemnification, lender liability, joint liability, or otherwise that the Debtors, the Reorganized Debtors, their Estates, and their respective Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or that any Holder of a Claim or Interest or other Entity would have been legally entitled to assert derivatively for or on behalf of the Debtors, the Reorganized Debtors, their Estates, or their respective Affiliates, based on, relating to, or in any manner arising from, in whole or in part, the following:

1. the Debtors or their non-Debtor Affiliates (including the management, ownership, or operation thereof or the issuance of Securities thereby), the Reorganized Debtors, the DIP Facility, the DIP Documents, the Restructuring Support Agreement, the Senior Secured Notes Documents, the Convertible Notes Documents, the Prepetition Revolving Credit Facility, the Prepetition RCF Documents, the Exit Financing Facilities, the Exit Financing Documents, the Equity Rights Offering, the Equity Rights Offering Documents, any settlement, contract, instrument, release, or other agreement or document created or entered into in connection therewith or in the Chapter 11 Cases, and any other act taken or omitted to be taken in connection with or in contemplation of the Chapter 11 Cases, the reorganization of the Debtors, or the administration of, or property to be distributed under, the Plan (including the issuance and distribution of any Securities (including the New Equity Interests) issued or to be issued under or in connection with the Plan);

2. any Plan Document, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by or in furtherance of the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan or the Disclosure Statement;

3. the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party (excluding any assumed Executory Contract or Unexpired Lease), or the restructuring of Claims or Interests prior to or in the Chapter 11 Cases; and

4. the negotiation, formulation, marketing, preparation, or performance of or under the Plan and Disclosure Statement (including the Plan Supplement and other Plan Documents), the DIP Facility, the DIP Documents, the Restructuring Support Agreement, the Senior Secured Notes Documents, the Convertible Notes Documents, the Prepetition Revolving Credit Facility, the Prepetition RCF Documents, the Exit Financing Facilities, the Exit Financing Documents, the Equity Rights Offering, the Equity Rights Offering Documents, or, in each case, related agreements, instruments, or other documents, or any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective

Credit Facility, the Prepetition RCF Documents, the Plan (including the Plan Supplement and other Plan Documents), the Disclosure Statement, the Exit Financing Facilities, the Exit Financing Documents, the Equity Rights Offering, the Equity Rights Offering Documents, any settlement, contract, instrument, release, or other agreement or document created or entered into in connection therewith, any prepetition transactions, or in the Chapter 11 Cases, and any other prepetition or post-petition act taken or omitted to be taken in connection with or in contemplation of the Chapter 11 Cases, the reorganization of the Debtors, or the administration of, or property to be distributed under, the Plan (including the issuance and distribution of any Securities (including the New Equity Interests) issued or to be issued under or in connection with the Plan);

5. the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party (excluding any assumed Executory Contract or Unexpired Lease), or the restructuring of Claims or Interests prior to or in the Chapter 11 Cases; and

6. the negotiation, formulation, marketing, preparation, or performance of or under the Plan and Disclosure Statement (including the Plan Supplement and other Plan Documents), the DIP Facility, the DIP Documents, the Restructuring Support Agreement, the Senior Secured Notes Documents, the Convertible Notes Documents, the Prepetition Revolving Credit Facility, the Prepetition RCF Documents, the Exit Financing Facilities, the Exit Financing Documents, the Equity Rights Offering, the Equity Rights Offering Documents, or, in each case, related agreements, instruments, or other documents, or any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, *provided that*, in the case of the preceding proviso, the Debtors shall retain all defenses related to any such claim.

The foregoing releases in this Article VII.E shall not apply to any Retained Causes of Action or any other claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including actual fraud) or gross negligence, (3) rights, remedies, excuplations, indemnities, powers, and protections under the DIP Documents preserved in Article VII.B, or (4) with respect to the payment and satisfaction of any General Unsecured Claims, any claims, interests, obligations, debts, rights, suits, damages, Causes of Action, remedies, or defenses. Notwithstanding anything contained herein to the contrary, the foregoing releases shall not release any obligation of any party under the Plan or any document, instrument, or agreement executed to implement the Plan (including the Plan Supplement and any of the Continuing Senior Secured Notes Documents).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in the Plan, which includes by reference each of the related provisions and definitions contained in the Plan and, further, shall constitute its finding that each release described in the Plan is (1) in exchange for the good and valuable consideration provided by the Released Parties (including the Released Party, or its successors or assignees of the Released Parties and Excuplated Parties) and their respective properties and interests in properties. Each of the Debtors, the Reorganized Debtors, the Excuplated Parties, and the Released Parties is expressly authorized hereby to seek the enforcement of such injunctions.

Article VII.E. Voluntary Releases by the Releasing Parties. Except as otherwise specifically provided for in the Plan or Confirmation Order, on and after the Effective Date, for good and valuable consideration, including their cooperation and contributions to the Chapter 11 Cases, each Releasing Party shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Released Parties from any and all claims, interests, obligations, debts, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, asserted or unasserted, existing or hereinafter arising, in law, equity or otherwise, whether for tort, fraud, contract, violations of federal, state, foreign, or other applicable laws, or otherwise, including Avoidance Actions, those Causes of Action based on veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability, or otherwise that such Releasing Party would have been legally entitled to assert (whether individually or collectively), based on, relating to, or in any manner arising from, in whole or in part, the following:

1. the Debtors or their non-Debtor Affiliates (including the management, ownership, or operation thereof or the issuance of Securities thereby), the Reorganized Debtors, the Chapter 11 Cases, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, or the formulation, preparation, marketing, dissemination, negotiation, or filing of the DIP Facility, the DIP Documents, Restructuring Support Agreement, the Senior Secured Notes Documents, the Convertible Notes Documents, the Prepetition Revolving Credit Facility, the Prepetition RCF Documents, the Exit Financing Facilities, the Exit Financing Documents, the Equity Rights Offering, the Equity Rights Offering Documents, any settlement, contract, instrument, release, or other agreement or document created or entered into in connection therewith, any prepetition transactions, or in the Chapter 11 Cases, and any other prepetition or post-petition act taken or omitted to be taken in connection with or in contemplation of the Chapter 11 Cases, the reorganization of the Debtors, or the administration of, or property to be distributed under, the Plan (including the issuance and distribution of any Securities (including the New Equity Interests) issued or to be issued under or in connection with the Plan);

2. any Plan Document, contract, instrument, release, or other agreement or document (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by or in furtherance of the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion) created or entered into in connection with the Plan or the Disclosure Statement;

3. the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party (excluding any assumed Executory Contract or Unexpired Lease), or the restructuring of Claims or Interests prior to or in the Chapter 11 Cases; and

Date; *provided that*, if any Released Party directly or indirectly brings or asserts any claim or Cause of Action that has been released or is contemplated to be released pursuant to the Plan in any way arising out of or related to any document or transaction that was in existence prior to the Effective Date against any other Released Party, and such Released Party does not abandon such claim or Cause of Action upon request, then the release set forth in the Plan shall automatically and retroactively be null and void *ab initio* with respect to the Released Party bringing or asserting such claim or Cause of Action; *provided further*, that the immediately preceding proviso shall not apply to (a) any action by a Released Party in the Bankruptcy Court (or any other court determined to have competent jurisdiction), including any appeal therefrom, to prosecute the amount, priority, or secured status of any prepetition or ordinary course Administrative Claim against the Debtors or (b) any release or indemnification provided for in any settlement or granted under any other Final Order (provided that, in the case of the preceding proviso, the Debtors shall retain all defenses related to any such claim).

The foregoing releases in this Article VII.F shall not apply to any (1) Retained Causes of Action, (2) claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct (including actual fraud) or gross negligence, (3) rights, remedies, excuplations, indemnities, powers, and protections under the DIP Documents preserved in Article VII.B, or (4) with respect to the payment and satisfaction of any General Unsecured Claims, any claims, interests, obligations, debts, rights, suits, damages, Causes of Action, remedies, or defenses. Notwithstanding anything contained herein to the contrary, the foregoing releases shall not release any obligation of any party under the Plan or any document, instrument, or agreement executed to implement the Plan (including the Plan Supplement and any of the Continuing Senior Secured Notes Documents).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in the Plan, which includes by reference each of the related provisions and definitions contained in the Plan and, further, shall constitute its finding that each release described in the Plan is (1) in exchange for the good and valuable consideration provided by the Released Parties, a good-faith settlement, and compromise of such claims, (2) in the best interests of the Debtors and all Holders of Claims, (3) fair, equitable, and reasonable, (4) given and made after due notice and opportunity for hearing, and (5) subject to the occurrence of the Effective Date, a bar to the Releasing Party asserting any Covered Claim released under or pursuant to the Plan against any of the Released Parties or Excuplated Parties or their successors or assignees.

Article VII.G. Injunction. Except as otherwise specifically provided in the Plan, the Confirmation Order, or any Final Order entered by the Bankruptcy Court in the Chapter 11 Cases, all Entities who have held, hold, or may hold claims or interests that arose prior to the Effective Date, and all other parties in interest, along with their respective Related Parties, are permanently enjoined, from and after the Effective Date, on account of, in connection with, or with respect to any such claim or interest for which an Excuplated Party has been excuplated under Article VII.D of the Plan or for which a Released Party has been released under Article VII.E or Article VII.F of the Plan (as applicable), from (1) commencing or continuing in any manner any action or other proceeding on account of, in connection with, or with respect to any such claims or interests released, excuplated, or settled pursuant to the Plan, or to enforce any right to any such claim or interest, including the attachment, retention, or recovery by any means or means of any judgment, award, decree, or order against any Released Party or Excuplated Party, or the property or interest in property thereof, on account of, in connection with, or with respect to any such claims or interests released, excuplated, or settled pursuant to the Plan, other than to enforce any right to a Plan Distribution, (3) creating, perfecting, or enforcing any Lien or encumbrance against any Released Party or Excuplated Party, or the property or interest in property thereof, on account of, in connection with, or with respect to any such claims or interests released, excuplated, or settled pursuant to the Plan, other than to enforce any right to a Plan Distribution, (4) asserting any right of setoff or subrogation against any obligation due from any Released Party or Excuplated Party, or against the property or interest in property thereof, on account of, in connection with, or with respect to any such claims or interests released, excuplated, or settled pursuant to the Plan, notwithstanding an indication of a claim or interest or otherwise