IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
CASA SYSTEMS, INC., *et al.*[1]	Case No. 24-10695 (KBO)
Debtors.	(Jointly Administered)

JOINT NOTICE OF SETTLEMENT TERM SHEET AMONG THE DEBTORS, THE COMMITTEE, AND THE AD HOC GROUP

The above-captioned debtors (collectively, the "Debtors"), the Ad Hoc Group (as defined in the Debtors' *Amended Joint Plan of Liquidation of Casa Systems, Inc. and its Debtor Affiliates* [Docket No. 226] (as may be amended, restated, or modified from time to time, the "Plan")), and the Official Committee of Unsecured Creditors appointed in the Debtors' chapter 11 cases (the "Committee") hereby file this joint notice of that certain *Settlement Term Sheet* attached hereto as **Exhibit 1** (the "Settlement Term Sheet")[2] among the Debtors, the Ad Hoc Group, and the Committee.

The Settlement Term Sheet outlines the settlement terms agreed to by and among the Debtors, the Ad Hoc Group, and the Committee, which terms shall be incorporated into the Plan and any final orders approving the following motions or transactions (to the extent not already incorporated):

- *Debtors' Motion for Entry of an Order (I) Authorizing Debtors' Limited Use Of Cash Collateral, (II) Granting Adequate Protection to Secured Lender, (III) Modifying Automatic Stay, And (IV) Granting Related Relief* [Docket No. 40] (the "Cash Collateral Motion");

- the sale of the Cable Assets (as defined in the Bidding Procedures Order, as defined below) pursuant to the procedures set forth in the *Revised Order (A) Approving Bidding Procedures; (B) Approving the Selection of the Cable Stalking Horse Purchaser; (C) Approving the Debtors' Entry Into the Cable Stalking Horse APA And Approving the Cable Bid Protections; (D) Scheduling an Auction and the Sale Hearing; (E) Approving Form and Manner of Sale Notice; (F) Approving Form and Manner of Potential Assumption and Assignment Notice; (G) Approving Form and Manner of Notice of Successful Bidder; (H) Approving Assumption and Assignment Procedures and (I) Granting Related Relief; and (II) an Order*

[1] The Debtors in this chapter 11 case, together with the last four digits of the Debtors' federal tax identification number, are Casa Systems, Inc. (8867), Casa Systems Securities Corporation (1151), and Casa Properties LLC (6767). The Debtors' service address is 100 Old River Road, Andover, MA 01810.

[2] Capitalized terms used but not defined herein have the meaning ascribed to such terms in the Settlement Term Sheet.

(A) Approving the Sale of the Cable Assets Free and Clear of Liens, Claims, Interests and Encumbrances; (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief [Docket No. 266] (the "**Bidding Procedures Order**") and on the terms set forth in any Successful Bid or Back-Up Bid selected in accordance with the Bidding Procedures Order;

- the Key Employee Incentive Plan (such order, the "KEIP Order");[3] and
- the Plan.

[*Remainder of page intentionally left blank.*]

[3] The Debtors shall seek expedited entry of the KEIP Order pursuant to a motion or other pleading or filing with the support of the Ad Hoc Group and the Committee.

Dated: May 10, 2024
Wilmington, Delaware

/s/ *Joseph Barry*

YOUNG CONAWAY STARGATT & TAYLOR, LLP
Joseph Barry (Del. Bar No. 4221)
Joseph M. Mulvihill (Del. Bar No. 6061)
Timothy R. Powell (Del. Bar No. 6894)
1000 North King Street
Rodney Square
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: jbarry@ycst.com
jmulvihill@ycst.com
tpowell@ycst.com

Co-Counsel to the Debtors and Debtors in Possession

SIDLEY AUSTIN LLP
Stephen E. Hessler (admitted *pro hac vice*)
Patrick Venter (admitted *pro hac vice*)
Margaret R. Alden (admitted *pro hac vice*)
787 Seventh Avenue
New York, New York 10019
Telephone: (212) 839-5300
Facsimile: (212) 839-5599
Email: shessler@sidley.com
pventer@sidley.com
malden@sidley.com

Ryan L. Fink (admitted *pro hac vice*)
One South Dearborn
Chicago, Illinois 60603
Telephone: (312) 853-7000
Facsimile: (312) 853-7036
Email: ryan.fink@sidley.com

Julia Philips Roth (admitted *pro hac vice*)
1999 Avenue of the Stars
Los Angeles, CA 90067
Telephone: (310) 595-9500
Facsimile: (310) 595-9501
Email: julia.roth@sidley.com

Counsel to the Debtors and Debtors in Possession

/s/ *Stanley B. Tarr*
BLANK ROME LLP
Stanley B. Tarr (DE No. 5535)
Lawrence R. Thomas (DE No. 7128)
Jordan L. Williams (DE No. 7128)
1201 North Market Street, Suite 800
Wilmington, DE 19801
Telephone: (302) 425-6400
Facsimile: (302) 425-6464
Email: stanley.tarr@blankrome.com
lorenzo.thomas@blankrome.com
jordan.williams@blankrome.com

Counsel to the Ad Hoc Group

AKIN GUMP STRAUSS HAUER & FELD LLP
Philip C. Dublin
Melanie A. Miller
One Bryant Park
New York, NY 10036
Telephone: (212) 872-1000
Facsimile: (212) 872-1002
Email: pdublin@akingump.com
mmiller@akingump.com

- and -

Kevin M. Eide
2001 K Street NW
Washington, DC 20006
Telephone: (202) 887-4000
Facsimile: (202) 887-4534
Email: keide@akingump.com

Counsel to the Ad Hoc Group

/s/ *Maris J. Kandestin*

MCDERMOTT WILL & EMERY LLP
David R. Hurst (I.D. No. 3743)
Maris J. Kandestin (I.D. No. 5294)
The Brandywine Building
1000 N. West Street, Suite 1400
Wilmington, Delaware 19801
Telephone: (302) 485-3900
Email: dhurst@mwe.com
mkandestin@mwe.com

- and -

Kristin Going
Darren Azman
One Vanderbilt Avenue
New York, New York 10017
Telephone: (212) 547-5400
Email: kgoing@mwe.com
dazman@mwe.com

Proposed Counsel to the Official Committee of Unsecured Creditors

Exhibit 1

Settlement Term Sheet

Execution Version

Casa Systems, Inc., *et al*.

Settlement Term Sheet

This proposed term sheet (as further amended, the "**Settlement Term Sheet**")[1] sets forth certain material terms of a settlement by and among (a) Casa Systems, Inc. and each of its affiliates that is a debtor in the jointly administered chapter 11 cases under Case No. 24-10695 (KBO) (collectively, the "**Debtors**"), (b) an ad hoc group of the Debtors' Prepetition Lenders (the "**Ad Hoc Group**"), and (c) the Official Committee of Unsecured Creditors appointed in the Debtors' chapter 11 cases (the "**Committee**"). This Settlement Term Sheet is designed to (i) resolve the issues raised by the Committee in connection with the Cash Collateral Motion (as defined below) and (ii) present a global resolution of all issues related to the Debtors' chapter 11 cases, including the Plan (as defined below).

Until executed, this Settlement Term Sheet is an expression of interest only, will not constitute an admission by any person or entity or an agreement to negotiate, and is not intended to and does not create any legal or equitable obligations on any party. The proposals contained herein are subject to the completion of definitive documentation acceptable to the parties, as well as required internal approvals for each party. This Settlement Term Sheet is proffered in furtherance of settlement discussions and is entitled to protection from any use by or disclosure to any party or person pursuant to Federal Rule of Evidence 408 and any other rule of similar import.

FOR THE AVOIDANCE OF DOUBT, THIS SETTLEMENT TERM SHEET IS NOT AN OFFER OR SOLICITATION WITH RESPECT TO ANY SECURITIES OF THE DEBTORS OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING HEREIN SHALL BE DEEMED TO BE THE SOLICITATION OF AN ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN.

Settlement Overview	
Settlement Parties	The Debtors, the Ad Hoc Group, and the Committee (collectively, the "**Settlement Parties**") agree to the terms and implementation of this Settlement Term Sheet.
Implementation	The terms of this settlement shall be incorporated into the Debtors' *Amended Joint Plan of Liquidation of Casa Systems, Inc. and its Debtor Affiliates* [Docket No. 226] (as may be amended, restated, or modified from time to time, the "**Plan**") pursuant to section 1123(b)(2) of the Bankruptcy Code and Bankruptcy Rule 9019. In addition, the Debtors agree to incorporate the terms of this Settlement Term Sheet into any applicable final order (the "**Final Cash Collateral Order**") with respect to the Cash Collateral Motion (as defined below). The form of Final Cash Collateral Order shall be consistent with the terms of this Settlement Term Sheet, and the applicable provisions of the Plan incorporating the terms of this Settlement Term Sheet shall be in form and substance acceptable to the Debtors, the Required Consenting Term Loan Lenders, and the Committee in all respects. In exchange for the mutual agreements, settlements, compromises and consideration contemplated hereby, the Settlement Parties agree to support the Debtors' restructuring—including the milestones set forth in the RSA, as such milestones may be modified by the Debtors and the Ad Hoc Group pursuant to the RSA—including (i) the Committee agreeing to (x) not to further prosecute any filed objections and (y) forego filing any future objections inconsistent with the terms hereof, and (ii) each of the Settlement Parties agreeing to support the following: • *Debtors' Motion for Entry of an Order (I) Authorizing Debtors' Limited Use Of Cash Collateral, (II) Granting Adequate Protection to Secured Lender, (III) Modifying Automatic Stay, And (IV) Granting Related Relief* [Docket No. 40] (the "**Cash Collateral Motion**"), including with respect to the entry of the Final Cash Collateral Order;

[1] Any defined terms not otherwise defined herein shall have the meaning ascribed to them in the Cash Collateral Motion, the Bidding Procedures Order, or the Plan (each as defined herein), as applicable.

	• the sale (the "**Cable Sale**") of the Cable Assets (as defined in the Bidding Procedures Order) pursuant to the procedures set forth in the *Revised Order (A) Approving Bidding Procedures; (B) Approving the Selection of the Cable Stalking Horse Purchaser; (C) Approving the Debtors' Entry Into the Cable Stalking Horse APA And Approving the Cable Bid Protections; (D) Scheduling an Auction and the Sale Hearing; (E) Approving Form and Manner of Sale Notice; (F) Approving Form and Manner of Potential Assumption and Assignment Notice; (G) Approving Form and Manner of Notice of Successful Bidder; (H) Approving Assumption and Assignment Procedures and (I) Granting Related Relief; and (II) an Order (A) Approving the Sale of the Cable Assets Free and Clear of Liens, Claims, Interests and Encumbrances; (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief* [Docket No. 266]. (the "**Bidding Procedures Order**") and on the terms set forth in any Successful Bid or Back-Up Bid selected in accordance with the Bidding Procedures Order; and • confirmation and consummation of the Plan, in accordance with the milestones set forth in the RSA, as such milestones may be modified pursuant to the RSA. Additionally, the Committee, on behalf of itself and its members, agrees that neither the Committee nor any members thereof shall assert, or seek standing to assert, any Challenge (as such term is defined in the Cash Collateral Motion) against the Prepetition Secured Parties.
Litigation	Except as otherwise set forth herein, during the Chapter 11 Cases, in the event that the Committee pursues or continues discovery or litigation against the Debtors or their Related Parties or Holders of Term Loan Facility Claims (including the Ad Hoc Group or its members) or their Related Parties, or seeks standing to pursue discovery or litigation against such parties, this Settlement Term Sheet and the Debtors' and Ad Hoc Group's obligations hereunder shall be terminated without any further action of any Settlement Party; *provided* that the foregoing paragraph shall not apply to the pursuit of claims against Jerry Guo and/or Lucy Xie (such claims, the "**Guo/Xie Claims**"). For the avoidance of doubt, except as otherwise set forth herein, and notwithstanding anything to the contrary, (i) during the Chapter 11 Cases, in the event that any member of the Committee pursues or continues discovery or litigation against the Debtors' Related Parties or Holders of Term Loan Facility Claims (including the Ad Hoc Group or its members) or their Related Parties, this Settlement Term Sheet and the Debtors' and Ad Hoc Group's obligations hereunder shall be terminated without any further action of any Settlement Party; and (ii) the members of the Committee agree to be bound by the release provisions set forth in Article IX of the Plan as of the Effective Date; *provided that* the foregoing paragraph shall not apply to the pursuit of the Guo/Xie Claims; *provided*, *further*, that recoveries on account of the Guo/Xie Claims, other than Avoidance Actions against Jerry Guo and Lucy Xie to recoup severance payments made to Jerry Guo or Lucy Xie prior to the Petition Date, shall be limited to the proceeds of the Debtors' directors' and officers' insurance.
Cash Collateral Motion	
Committee Professionals Budget Allocation	The budget for the Committee Professionals (the "**Committee Professionals Budget Allocation**") shall be $2,000,000; *provided* that should the fees and expenses of the Committee Professionals exceed the Committee Professionals Budget Allocation, then each dollar of fees and expenses accrued in excess of the Committee Professionals Budget Allocation shall reduce the GUC Recovery Pool (as defined below) on a dollar-for-dollar basis; *provided*, *further*, that 100% of any unspent portion of the Committee Professionals Budget shall be distributed to holders of General Unsecured Claims.

	Notwithstanding anything to the contrary, the Committee Professionals Budget Allocation shall not be construed as, or deemed to be, a cap on the fees and expenses of the Committee Professionals.
Committee Investigation Budget	Fees and expenses of the Committee incurred in connection with the Committee Investigation Budget prior to the date of the entry of the Final Cash Collateral Order shall constitute the Committee Investigation Budget and be subject to the Committee Professionals Budget. From and after the entry of the Final Cash Collateral Order, the Committee shall not incur any fees and expenses in connection with investigating the claims and liens of the Holders of Term Loan Facility Claims or their Related Parties.
Challenge Period	The Challenge Period shall terminate upon the entry of the Final Cash Collateral Order.
Adequate Protection Collateral	Adequate Protection Collateral shall include the proceeds of any Avoidance Actions.
506(c) Waiver	The Final Cash Collateral Order shall contain a waiver of the Debtors' right to surcharge Prepetition Collateral pursuant to section 506(c) of the Bankruptcy Code.
Marshaling	The Final Cash Collateral Order shall contain a waiver of the equitable doctrine of "marshaling" or any similar doctrine with respect to the Adequate Protection Collateral, Adequate Protection Obligations, Prepetition Collateral or the Prepetition Secured Obligations.
Section 552(b) Waiver	The Final Cash Collateral Order shall contain a section 552(b) waiver of the "Equities of the Case" exception.
Cable Sale	
Sale	The Settlement Parties shall support the sale of the Cable Assets on the terms, including, for the avoidance of doubt, the timeline, set forth in the Bidding Procedures Order; *provided* that the Committee reserves all rights with respect to the selection of the Successful Bidder.
Plan	
Class 4 Treatment	The Plan shall provide that on the Effective Date, each Holder of Allowed General Unsecured Claims shall receive, in full and final satisfaction of such Allowed General Unsecured Claim, its *pro rata* share of the following (collectively, the "**GUC Recovery Pool**"): • $1,600,000 in Cash; • if the Cable Assets are sold to a purchaser other than the Cable Stalking Horse Purchaser and such sale generates net proceeds (such net proceeds that are net of any break-up fees, expense reimbursements, or incremental costs that will be paid by the Debtors related to the sale that are not expenses that would be paid by the Debtors in a sale to the Cable Stalking Horse Purchaser) in excess of $20 million (such amount in excess of $20 million, the "**Net Excess Cable Proceeds**"), 7.5% of the Net Excess Cable Proceeds; • 100% of any unspent portion of the Committee Professionals Budget Allocation; • any proceeds of the Guo/Xie Claims; and • subject to the releases set forth in Article IX of the Plan, proceeds of all litigation claims, including Avoidance Actions against vendors other than such Avoidance Actions purchased by the Cloud/RAN Purchaser or the purchaser of the Cable Assets and the Guo/Xie Claims (the "**Preserved Actions**");[2]

[2] The Committee will not object to the Cloud/RAN Purchaser or the purchaser of the Cable Assets acquiring Avoidance Actions against vendors who are (x) party to contracts assumed in connection with either the Cloud/RAN Sale or the Cable Sale or (y) providing services to the Cloud/RAN Purchaser or the purchaser of the Cable Assets as of the closing date of the Cloud/RAN Sale or the Cable Sale, respectively.

	provided that, for the avoidance of doubt, Released Parties, including, without limitation, (i) Professionals and (ii) Holders of Term Loan Facility Claims (including the Ad Hoc Group or its members) or their Related Parties, shall not be subject to Preserved Actions; *provided*, *further*, that in the event that the fees and expenses of the Committee Professionals exceed the Committee Professionals Budget Allocation, then each dollar of fees and expenses accrued in excess of the Committee Professionals Budget Allocation shall reduce the GUC Recovery Pool on a dollar-for-dollar basis; *provided*, *further*, that in no event shall (i) the value of the GUC Recovery Pool exceed $3,000,000 (the "**Maximum GUC Recovery Pool Amount**") or (ii) the Holders of Allowed General Unsecured Claims receive a recovery on account of such Allowed General Unsecured Claims that exceeds 25% (the "**Maximum General Unsecured Claims Recovery**"); *provided, further*, that the calculation of the Maximum GUC Recovery Pool Amount and the Maximum General Unsecured Claims Recovery shall not include any amounts recovered in connection with the Preserved Actions. If the value of the GUC Recovery Pool exceeds the Maximum GUC Recovery Pool Amount, then each dollar of the GUC Recovery Pool in excess of the Maximum GUC Recovery Pool Amount shall be distributed to Holders of Term Loan Facility Claims. If the value of the GUC Recovery Pool exceeds the amount required for Holders of Allowed General Unsecured Claims to receive the Maximum General Unsecured Claims Recovery (the "**Maximum General Unsecured Claims Recovery Amount**"), then each dollar of the GUC Recovery Pool in excess of the Maximum General Unsecured Claims Recovery Amount shall be distributed to Holders of Term Loan Facility Claims. For the avoidance of doubt, the GUC Recovery Pool shall consist solely of the consideration set forth in this section, and no additional forms of consideration shall be distributed to Holders of Allowed General Unsecured Claims under the Plan.
Deficiency Claim	Holders of Term Loan Facility Claims shall waive their rights to any deficiency claims to which they may be entitled.
Key Employee Incentive Plan	The Plan shall provide for a key employee incentive plan (the "**Key Employee Incentive Plan**") on the terms set forth herein. Key Employee Incentive Plan participants, to be identified by the Debtors (the "**KEIP Participants**"), will be entitled, in the aggregate, to an amount equal to (i) 3% of Sale Proceeds in excess of $35,000,000 (this item (i) being net of any break-up fees, expense reimbursements, or incremental costs that will be paid by the Debtors related to the sale that are not expenses that would be paid by the Debtors in a sale to the Cable Stalking Horse Purchaser) plus (ii) 3% of Net Distributable Proceeds in excess of $25,700,000 (this item (ii) calculated after taking into account the GUC Recovery Pool); *provided* that, with respect to items (i) and (ii), such amounts shall not include any proceeds or expenses from sale(s) of the CAD Assets or NetComm assets (the "**Key Employee Incentive Plan Pool**"); *provided, further*, that the Key Employee Incentive Plan Pool shall not exceed $2,000,000. In order to receive payment from the Key Employee Incentive Plan Pool, a KEIP Participant must (i) remain employed by the Debtors through the Effective Date unless earlier terminated by the Debtors without cause and (ii) waive any and all claims against the Debtors and their estates, including, without limitation, any and all severance claims.

	For the avoidance of doubt, the KEIP Participants are neither entitled to any recoveries under the Plan to the extent they are Holders of Class 4 Claims, nor shall any funds to be distributed to any KEIP Participants under the Key Employee Incentive Plan reduce the GUC Recovery Pool.
Plan Administrator	The "**Plan Administrator**" will be the Person or Entity, or any successor thereto, appointed by the Debtors, in consultation with the Required Consenting Term Loan Lenders and the Committee, on the Effective Date to administer the wind-down of the Debtors and their estates and who will have the powers and authorities set forth in the Plan, including the making of any Plan Distributions that may arise on or after the Effective Date and any other duties or responsibilities set forth in the Plan. The identity of the Plan Administrator will be disclosed in the Plan Supplement.
Preserved Actions Administrator	The "**Preserved Actions Administrator**" will be the Person or Entity, or any successor thereto, appointed by the Committee, in consultation with the Debtors, on the Effective Date to pursue the Preserved Actions following the Effective Date. The identity of the Preserved Actions Administrator will be disclosed in the Plan Supplement.
Oversight Committee	The "**Oversight Committee**" will be comprised of unsecured creditors designated by the Committee, in consultation with the Debtors, and shall have reasonable consent rights over: (i) the Preserved Actions Administrator's settlement of the Preserved Actions; and (ii) the Plan Administrator's administration of the General Unsecured Claims reconciliation process and related matters, including objections to claims and settlement of General Unsecured Claims. For the avoidance of doubt, the Preserved Actions Administrator, with counsel of the Preserved Actions Administrator's choosing, shall determine which Preserved Actions to pursue, and the Oversight Committee will not have its own counsel. Members of the Oversight Committee shall not receive any compensation for serving on the Oversight Committee. For the avoidance of doubt, no portion of the Wind-Down Budget shall be used to pursue the Preserved Actions.
Releases and Related Provisions	The Settlement Parties agree to support the discharge, release, exculpation, and injunction provisions as set forth in Article IX of the Plan without modification; *provided* that in no event shall Jerry Guo or Lucy Xie receive any discharge or release under the Plan, nor shall Jerry Guo or Lucy Xie benefit from any injunction under the Plan; *provided*, *further*, that recoveries on account of the Guo/Xie Claims, other than Avoidance Actions against Jerry Guo and Lucy Xie to recoup severance payments made to Jerry Guo or Lucy Xie prior to the Petition Date, shall be limited to the proceeds of the Debtors' directors' and officers' insurance. The Committee shall not propose any material modifications to the Plan; *provided* that the terms of the Plan shall be consistent with this Settlement Term Sheet.
Other	
Materiality	Each term set forth in this Settlement Term Sheet is material in nature, and the failure of any individual provision shall be fatal to the Settlement Term Sheet as a whole. Under such circumstances, this Settlement Term Sheet shall be deemed immediately terminated absent agreement by each of the Settlement Parties otherwise.
No Solicitation	This Settlement Term Sheet is not and shall not be deemed to be (a) a solicitation of consents to the Plan, or any other chapter 11 plan, or (b) an offer for the issuance, purchase, sale, exchange, hypothecation, or other transfer of securities or a solicitation of an offer to purchase or otherwise acquire securities for purposes of the Securities Act or the Securities Exchange Act of 1934, as amended.

Settlement Discussions	Pursuant to Federal Rule of Evidence 408 and any analogous rules of evidence under applicable state or federal law, this Settlement Term Sheet and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Settlement Term Sheet, pursue the consummation of the Plan, or determine the remedy to which a non-breaching Party may be entitled under this Settlement Term Sheet.