

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

In re:

CASA SYSTEMS, INC., *et al.*¹

Debtors.

Chapter 11

Case No. 24-10695 (KBO)

(Jointly Administered)

**SECOND AMENDED JOINT PLAN OF LIQUIDATION
OF CASA SYSTEMS, INC. AND ITS DEBTOR AFFILIATES**

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¹ The Debtors in these chapter 11 cases, 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.

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INTRODUCTION

Casa Systems, Inc. and certain of its affiliates (collectively, the “Debtors”) propose this liquidating chapter 11 plan (the “Plan”)¹ under section 1121 of the Bankruptcy Code. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code. Supplemental agreements and documents referenced in this Plan and the Disclosure Statement are available for review on both the Bankruptcy Court’s docket and on the Debtors’ case information website: <https://dm.epiq11.com/CasaSystems>.

Reference is made to the Disclosure Statement Filed contemporaneously with this Plan for a discussion of the Debtors’ history, business, prepetition capital structure, and liquidation analysis, as well as a summary and analysis of the Plan and certain related matters, including distributions to be made under this Plan.

ALL HOLDERS OF CLAIMS AND INTERESTS ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

ARTICLE I. DEFINED TERMS AND RULES OF INTERPRETATION

A. Defined Terms.

“*Ad Hoc Group Advisors*” means Akin Gump Strauss Hauer & Feld LLP, as counsel, Blank Rome LLP, as Delaware local counsel, Ashurst LLP, as Australian counsel, Irish counsel retained in accordance with the Cash Collateral Order, and FTI Consulting, Inc., as financial advisor, in each case retained by or representing the Ad Hoc Group in connection with the Chapter 11 Cases.

“*Ad Hoc Group*” means the ad hoc group of Holders (and/or their investment advisors or managers) of Superpriority Term Loan Claims and Stub Term Loan Claims represented by the Ad Hoc Group Advisors.

“*Administrative Claim*” means a Claim incurred by the Debtors on or after the Petition Date and before the Effective Date for costs and expenses of administration of the Chapter 11 Cases entitled to priority pursuant to sections 503(b), 507(a), or 507(b) of the Bankruptcy Code, including: (1) the actual and necessary costs and expenses of preserving the Estates and operating the businesses of the Debtors incurred on or after the Petition Date and through the Effective Date; (2) Allowed Professional Fee Claims; and (3) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

“*Administrative Claims Bar Date*” means the deadline for Filing all requests for allowance and payment of Administrative Claims, which, except in the case of Professional Fee Claims, shall be thirty (30) days after the Effective Date. Professional Fee Claims shall be filed in accordance with the provisions of Article II.C. herein.

¹ Capitalized terms used but not immediately defined herein have the meaning ascribed to such terms as set forth below.

“*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code as if such entity was a debtor in a case under the Bankruptcy Code.

“*Allowed*” means, with respect to any Claim, except as otherwise provided in the Plan: (1) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been Filed; or (2) a Claim Allowed pursuant to the Plan or a Final Order of the Bankruptcy Court; *provided* that with respect to a Claim described in clause (1) above, such Claim shall be considered Allowed only if, and to the extent that, with respect to such Claim, no objection to the allowance thereof has been Filed by the Debtors, the Plan Administrator, or any other party in interest within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection was so Filed and the Claim shall have been Allowed by a Final Order of the Bankruptcy Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes the Debtors or Plan Administrator, as applicable. “*Allow*” and “*Allowing*” shall have correlative meanings. A Proof of Claim Filed after the Bar Date shall not be Allowed for any purposes whatsoever absent (i) entry of a Final Order allowing such late Filed Claim, or (ii) written consent of the Debtors or the Plan Administrator, as applicable, to the allowance of such Claim.

“*Asset Purchase Agreement*” means a negotiated asset purchase agreement (as such may be amended, supplemented, or modified from time to time) by and among any of the Debtors, as seller(s), and a Purchaser, as buyer for the sale of some or all of the Debtors’ assets according to the terms set forth therein.

“*Avoidance Actions*” means any and all actual or potential avoidance, recovery, subordination, or other Claims, Causes of Action, or remedies that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including Claims, Causes of Action, or remedies under sections 502, 510, 542, 544, 545, 547 through 553, and 724(a) of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent and voidable transfer laws.

“*Ballots*” means ballots provided to each of the Holders of Claims entitled to vote to accept or reject the Plan in accordance with the procedures governing the solicitation process as set forth in this Plan and the Disclosure Statement.

“*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended from time to time.

“*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Delaware.

“*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of title 28 of the United States Code and the general, local, and chambers rules of the Bankruptcy Court, each, as amended from time to time.

“*Bar Date*” means, as applicable, the Administrative Claims Bar Date, and any other date or dates established by an order of the Bankruptcy Court by which Proofs of Claim must be Filed,

including the general bar date and bar date for Governmental Units, each as determined by order of the Bankruptcy Court. Notwithstanding the foregoing, the Professional Fee Claims shall be Filed in accordance with Article II.C. herein and shall not otherwise be subject to the Bar Date.

“Bidding Procedures Motion” means the Debtors’ Motion for Entry of (I) An 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 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. 39].

“Bidding Procedures Order” means the order of the Bankruptcy Court approving the Bidding Procedures Motion.

“Business Day” means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the State of New York.

“Cable Stalking Horse APA” means that certain binding stalking horse purchase agreement providing for the purchase and sale of assets related to the Debtors’ business of developing, manufacturing, marketing, distributing, selling, servicing and supporting broadband hardware, software and equipment and related services, including all cable modem termination systems (CMTS), converged cable access platforms (CCAP), virtual converged cable access platforms (vCCAP), distributed access architecture (DAA), Casa video core (CVC), intelligent access controller (IAC) product solutions, virtual broadband network gateway (vBNG) and multi-service router (MSR), excluding any products exclusively used for 4G and 5G wireless infrastructure including 4G/5G Mobile Core, Apex-branded Small Cell solutions, Aurus-branded Fixed Wireless Devices, and IoT routers. The Business shall specifically include CMTS, I-CCAP, vCMTS, vCCAP, vBNG, vWAG, all DAA node platforms, Video Core, IAC, 10G EPON DPoE Bridge/Voice ONU, IA 10G EPON DPoE Remote OLT, Remote PHY Shelf and Out-of-Band Core product solutions and related services.

“Cable Assets” has the meaning ascribed to such term in the Bidding Procedures Order.

“Cable Stalking Horse Bidder” means Vecima Technology Inc.

“CAD Assets” means any equity and/or assets of Casa Technologies Pty Ltd and/or its direct and indirect subsidiaries.

“Cash” means cash in legal tender of the United States of America and cash equivalents, including bank deposits, checks, and other similar items.

“Cash Collateral Order” means the Interim Cash Collateral Order and the Final Cash Collateral Order.

“Causes of Action” means any claims, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise. Causes of Action also include: (1) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (2) claims pursuant to federal securities law; (3) the right to object to or otherwise contest Claims or Interests and any Claims Objections; (4) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (5) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (6) any avoidance actions arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent transfer laws; and (7) claims pursuant to section 505 of the Bankruptcy Code.

“Chapter 11 Cases” means these chapter 11 cases Filed by the Debtors on the Petition Date in the Bankruptcy Court.

“Claim” means any “claim,” as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors or the Estates.

“Claims Objection” means an objection to the allowance of a claim as set forth in section 502 of the Bankruptcy Code, Bankruptcy Rule 3007, and/or any Bankruptcy Court order regarding omnibus claims objections.

“Claims Objection Bar Date” means the date that is one hundred and eighty (180) days after the Effective Date, which date may be extended upon presentment of an order to the Bankruptcy Court by the Plan Administrator.

“Claims Register” means the official register managed by the Notice and Claims Agent reflecting Claims against and Interests in the Debtors.

“Class” means a category of Claims or Interests as established by and set forth in Article III herein pursuant to section 1122(a) of the Bankruptcy Code.

“Cloud/RAN Sale” means any sale transaction pursuant to the terms of the Cloud/RAN APA.

“Cloud/RAN APA” means that certain binding asset purchase agreement providing for the purchase and sale of assets related to the Debtors’ cloud/RAN business, including, without limitation, it 4G/5G core, small cell core, security gateway (SeGW), cellular IoT serving gateway node (C-SGN), evolved packet core (EPC), application gateway function (AGF), home next generation node B 4G/5G (HeNB-GW HgNB-GW), evolved packet data gateway (ePDG), non-3GPP interworking function (N3IWF), Axyom network manager (ANM), Axyom element management system (AeMSA), and Apex radio access network (RAN) solutions – 4G, 4G/5G, and 5G radio solutions.

“*Cloud/RAN Purchaser*” means Lumine Group US Holdco Inc.

“*Combined Hearing*” means the hearing(s) conducted by the Bankruptcy Court to consider (1) final approval of the adequacy of the Disclosure Statement under section 1125 of the Bankruptcy Code and (2) confirmation of the proposed Plan under section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

“*Committee*” means any official committee of unsecured creditors appointed by the U.S. Trustee under section 1102(b) of the Bankruptcy Code in these Chapter 11 Cases.

“*Committee Professionals*” means McDermott Will & Emery, LLP, as counsel, and Province, LLC, as financial advisor, in each case retained by or representing the Committee in connection with the Chapter 11 Cases.

“*Committee Professionals Budget Allocation*” has the meaning ascribed to such term in the Settlement Term Sheet.

“*Committee Professionals Fees*” means the amount of reasonable and documented fees and expenses incurred by the Committee Professionals during these Chapter 11 Cases and approved by the Bankruptcy Court, which shall be subject to the Committee Professionals Budget Allocation; *provided, however*, that the Committee Professional Budget Allocation shall not be construed as, or deemed to be, a cap on the fees and expenses of the Committee Professionals.

“*Confirmation Date*” means the date upon which the Bankruptcy Code enters the Confirmation Order on the docket in these Chapter 11 Cases.

“*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

“*Consenting Term Loan Lenders*” means those certain Superpriority Term Loan Lenders and Stub Term Loan Lenders (and/or their respective investment advisors or managers) that are party to the RSA and any other Entity that has joined the RSA in such capacity.

“*Consummation*” means the occurrence of the Effective Date.

“*Cure*” means all amounts, including an amount of \$0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) that is to be assumed or assumed and assigned by the Debtors pursuant to this Plan.

“*D&O Liability Insurance Policies*” means all directors’, managers’, and officers’ liability insurance policies (including any “tail policy”) that have been issued to provide coverage at any time to current and/or former directors, managers, officers and employees of the Debtors to which the Debtors are a party as of the Effective Date.

“*Debtors*” means Casa Systems, Inc., Casa Systems Securities Corporation, and Casa Properties LLC, each as a debtor and debtor in possession.

“*Debtor Releases*” means the releases set forth in Article IX herein.

“*Definitive Documents*” has the meaning ascribed to such term in the RSA.

“*Disbursing Agent*” means the Debtors, the Plan Administrator, or the Person or Entity(ies) selected by the Plan Administrator, which may include the Prepetition Agents (with the respective Prepetition Agent’s prior written consent) as applicable, to make or to facilitate the Plan Distributions, or to make any disbursements on behalf of any Debtor or on account of an obligation of any Debtor.

“*Disclosure Statement*” means the *Disclosure Statement Relating to the Joint Chapter 11 Plan of Liquidation of Casa Systems, Inc. and its Debtor Affiliates*, dated April 3, 2024 (as such may be amended, supplemented, or modified from time to time thereafter), including all exhibits and schedules thereto.

“*Disputed*” means, with respect to any Claim or Interest, any Claim or Interest: (1) listed on the Schedules as unliquidated, disputed or contingent, unless a Proof of Claim has been Filed in a liquidated and non-contingent amount and no objection to such Proof of Claim has been timely filed; (2) included in a Proof of Claim as to which an objection or request for estimation has been timely filed, or as to which the Debtor, the Plan Administrator, or other parties in interest retain the ability to interpose a timely objection or request for estimation; or (3) which is otherwise disputed by the Debtor or the Plan Administrator in accordance with applicable law and for which the objection, request for estimation, or dispute has not been withdrawn or determined by a Final Order. Claims that are Allowed by the Plan or that have been Allowed by a Final Order shall not be Disputed Claims.

“*Distribution Record Date*” means the date for determining which Holders of Claims are eligible to receive distributions under the Plan, which date shall be the Effective Date or such other date as designated in a Final Order of the Bankruptcy Court.

“*Effective Date*” means the date that is the first calendar Day after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; (b) all conditions precedent to the occurrence of the Effective Date have been satisfied or waived in accordance with the Plan; and (c) the Debtors declare the Plan effective.

“*Entity*” has the meaning set forth in section 101(15) of the Bankruptcy Code.

“*Estate*” means the estate of any Debtor created under sections 301 and 541 of the Bankruptcy Code upon the commencement of the applicable Debtor’s Chapter 11 Case.

“*Exchange Agreement*” means that certain exchange agreement dated as of June 15, 2023 by and among Casa Systems, Inc., the lenders party thereto, and Delaware Trust Company as administrative agent under the Original Credit Agreement and the Superpriority Credit Agreement for the limited purposes enumerated in the Exchange Agreement.

“*Exculpated Party*” means collectively, and in each case, in its capacity as such: (a) the Debtors; (b) the Debtors’ directors and officers who served at any time between the Petition Date and the Effective Date; (c) the managing members of those Debtors who are limited liability

companies; (d) such Released Parties that are fiduciaries to the Debtors' Estates; (e) the Committee; (f) the members of the Committee in their capacity as such; (g) the individual persons who served on the Committee on behalf of any member of the Committee; and (h) all Professionals retained by the Debtors and the Committee in these Chapter 11 Cases.

"*Executory Contract*" means a contract to which any of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

"*Existing Equity Interests*" means the existing Interests in Casa Systems, Inc.

"*File,*" "*Filed,*" or "*Filing*" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases, or in the case of a Proof of Claim, the Notice and Claims Agent.

"*Final Cash Collateral Order*" means the *Final Order (I) Authorizing the Limited Use of Cash Collateral; (II) Granting Adequate Protection Liens and Superpriority Administrative Expenses to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief*, to be entered following the date hereof.

"*Final Order*" means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, and as to which the time to appeal, seek leave to appeal, seek reconsideration under Rule 59(b) or 59(e) of the Federal Rules of Civil Procedure, seek a new trial, reargument, or rehearing and, where applicable, petition for certiorari has expired and no appeal, motion for leave to appeal, motion for reconsideration under Rule 59(b) or 59(e) of the Federal Rules of Civil Procedure, motion for a new trial, reargument or rehearing or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought, or as to which any motion for reconsideration that has been filed pursuant to Rule 59(b) or 59(e) of the Federal Rules of Civil Procedure or any motion for a new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; provided that the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024, or any analogous rule, may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

"*General Unsecured Claims*" means any Claim other than a(n): (a) Administrative Claim; (b) Professional Fee Claim; (c) Priority Tax Claim; (d) Other Secured Claim; (e) Other Priority Claim; (f) Term Loan Credit Facility Claim; (g) Section 510(b) Claim; or (h) Intercompany Claim.

"*Governmental Unit(s)*" means a "governmental unit," as defined in section 101(27) of the Bankruptcy Code.

"*GUC Non-Litigation Claim Recovery Amount*" means an amount equal to the sum of (a) \$1,600,000 in Cash, (b) 7.5% of the Net Excess Cable Proceeds, and (c) 100% of any unspent portion of the Committee Professionals Budget Allocation.

“*GUC Litigation Claim Recovery Amount*” means, collectively, (a) any proceeds of Claims against the Non-Released Parties and (b) any proceeds of the Preserved Actions.

“*GUC Recovery Pool*” means an amount equal to the sum of (a) the GUC Non-Litigation Claim Recovery Amount and (b) the GUC Litigation Claim Recovery Amount; *provided*, that, in the event that the Committee Professional Fees 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 the Maximum GUC Recovery Pool Amount or (ii) the Holders of Allowed General Unsecured Claims receive a recovery on account of such Claims that exceeds 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; *provided, further* that, for the avoidance of doubt, the GUC Recovery Pool shall consist solely of the consideration set forth in this definition, and no additional forms of consideration shall be distributed to Holders of Allowed General Unsecured Claims under the Plan.

“*Holder*” means a Person or Entity, as applicable, holding a Claim against or an Interest in any of the Debtors.

“*Impaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

“*Indemnification Obligations*” means, collectively, each of the Debtors’ indemnification obligations (whether in charters, bylaws, limited liability company agreements, or other organizational documents) in place as of the Effective Date to indemnify current and former officers, directors, agents, or employees with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, agents, or employees based upon any act or omission for or on behalf of the Debtors.

“*Insider*” has the meaning set forth in section 101(31) of the Bankruptcy Code.

“*Insurance Policies*” means all insurance policies that have been issued at any time to provide coverage to the Debtors and all agreements, documents, or instruments relating thereto, *provided* that it does not include any such policies that are, or have been, assumed and assigned to the Purchaser(s) on or before the Effective Date pursuant to the Asset Purchase Agreement(s), the Sale Orders, and section 365 of the Bankruptcy Code.

“*Intercompany Claim*” means any Claim held by a Debtor or an Affiliate against a Debtor or an Affiliate of a Debtor.

“*Intercompany Interest*” means an Interest in a Debtor that is held by another Debtor or an Affiliate of a Debtor.

“*Interest(s)*” means an equity security (as defined in section 101(16) of the Bankruptcy Code) of the Debtors, including all shares, common stock, preferred stock, or other instrument evidencing any fixed or contingent ownership interest in the Debtors, whether or not

transferable, and any option, warrant, or other right, contractual or otherwise, to acquire any such interest in the Debtors, whether fully vested or vesting in the future, including without limitation, equity or equity-based incentives, grants, or other instruments issued, granted, or promised to be granted to current or former employees, directors, officers, or contractors of the Debtors, to acquire any such interest in the Debtors.

“*Interim Cash Collateral Order*” means the *Interim Order (I) Authorizing Limited Use of Cash Collateral; (II) Granting Adequate Protection Liens and Superpriority Administrative Expenses Claims to Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. 108].

“*IRS Form*” means IRS Form W-9, W-8BEN, any acceptable substitute, or any other tax information form that the Plan Administrator may require from a holder of a Claim for a distribution under the Plan.

“*KEIP*” means the Key Employee Incentive Plan described in Article IV.F herein.

“*KEIP Participant(s)*” means the participants of the KEIP as determined by the Debtors and approved by the Court.

“*KEIP Pool*” means an amount equal to (i) three percent (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 Bidder) plus (ii) three percent (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; *provided, further*, that in no event shall the KEIP Pool exceed \$2,000,000; *provided further*, that funds to be distributed to any KEIP Participant under the KEIP shall not reduce the GUC Recovery Pool.

“*Lien*” means a “lien,” as defined in section 101(37) of the Bankruptcy Code.

“*Liquidation Analysis*” means the analysis of a liquidation scenario under chapter 7 of the Bankruptcy Code for these Debtors, to be filed with the Disclosure Statement filed concurrently with the Plan or part of any Plan Supplement or other filing or notice Filed and noticed prior to or concurrently with distribution of the Ballots and Notice of Non-Voting Status Package.

“*Maximum General Unsecured Claims Recovery*” means a recovery to Holders of Allowed General Unsecured Claims on account of such Claims of twenty-five percent (25%).

“*Maximum GUC Recovery Pool Amount*” means an amount equal to \$3,000,000.

“*Net Distributable Assets*” shall mean any assets not sold pursuant to the Sale Transactions, along with any other claim, cause of action, or right of recovery, including Avoidance Actions, held by the Debtors and preserved pursuant to this Plan; provided, however, Preserved Actions shall not constitute Net Distributable Assets.

“Net Distributable Proceeds” shall mean any proceeds from the Sale Transactions or from the liquidation of the Net Distributable Assets available for distribution after: (1) payment of the Administrative Claims, Professional Fee Claims, Priority Tax Claims, Other Secured Claims, Other Priority Claims, and Term Loan Facility Claims, each according to the terms set forth herein; and (2) reserving the Wind-Down Amount.

“Net Excess Cable Proceeds” means any net proceeds (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 to the Debtors in a sale to the Cable Stalking Horse Bidder) in excess of \$20,000,000 generated in a sale of the Cable Assets to a purchaser other than the Cable Stalking Horse Bidder.

“Non-Debtor Insolvency Proceeding” means any foreign insolvency proceedings involving or relating to any Debtor Affiliate.

“Non-Released Parties” means, Jerry Guo and Lucy Xie, both collectively and each in their respective individual capacities, including, without limitation, their respective capacities as current or former directors, officers, employees, Affiliates, or insiders of the Debtors.

“Notice and Claims Agent” means Epiq Corporate Restructuring, LLC, in its capacity as noticing, claims, and solicitation agent for the Debtors.

“Notice of Non-Voting Status Package” means the materials sent to Holders of Claims and Interests not entitled to vote to accept or reject the Plan in accordance with the procedures governing the solicitation process as set forth in this Plan and the Disclosure Statement.

“OCP” means an ordinary course professional whose retention and compensation has been authorized by the Bankruptcy Court by entry of an OCP Order.

“OCP Order” means an order entered by the Bankruptcy Court approving the Debtors’ motion or motions to retain and compensate certain OCPs in the ordinary course of business.

“Original Credit Agreement” means that certain credit agreement dated as of December 20, 2016, among Casa Systems, Inc., the lenders party thereto, and the Stub Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified).

“Original Term Loan Facility” means that certain term loan facility originally consisting of \$300 million pursuant to the Original Credit Agreement.

“Other Priority Claim” means a Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

“Other Secured Claim” means any Secured Claim against the Debtors, other than a Term Loan Facility Claim.

“Oversight Committee” means a committee comprised of unsecured creditors designated by the Committee, in consultation with the Debtors, as set forth in the Plan and Preserved Actions Administrator Agreement.

“*Person*” means a “person” as defined in section 101(41) of the Bankruptcy Code.

“*Petition Date*” the date on which each of the Debtors Filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code, thereby commencing these Chapter 11 Cases.

“*Plan*” means this joint plan of liquidation under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time, including all exhibits and schedules hereto.

“*Plan Administrator*” means 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 to the wind-down of the Debtors and who will have the powers and authorities set forth in this Plan, including the making of any Plan Distributions that may arise after the Effective Date or any other duties or responsibilities set forth herein. The identity of the Plan Administrator will be disclosed in the Plan Supplement.

“*Plan and Preserved Actions Administrator Agreement*” means the agreement among the Debtors, the Plan Administrator, and the Preserved Actions Administrator regarding the administration of the Debtors’ assets, the pursuit of the Preserved Actions, and other matters, a form of which will be Filed as part of the Plan Supplement.

“*Plan Distribution*” means a payment or distribution to holders of Allowed Claims or other eligible Entities under this Plan.

“*Plan Supplement*” means a supplemental appendix to the Plan consisting of documents and forms of documents, agreements, schedules, and exhibits to the Plan, which shall be Filed by the Debtors no later than seven (7) days prior to the Voting Deadline. The Plan Supplement shall include, among other things, (1) the identity and compensation of the Plan Administrator; (2) the identity of the Preserved Actions Administrator; (3) the identities of the members of the Oversight Committee; (4) the Plan and Preserved Actions Administrator Agreement; (5) to the extent known, the identity of any insider that will be employed or retained by the Plan Administrator; (6) the Liquidation Analysis (if not previously Filed); (7) to the extent applicable, a Schedule of Assumed Executory Contracts and Unexpired Leases; (8) to the extent applicable, a Schedule of Retained Causes of Action; and (8) any other documentation necessary to effectuate the Plan or that is contemplated by the Plan.

“*Preserved Actions*” means, subject to the releases contained in Article IX.B herein, 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 any claims against the Non-Released Parties; *provided* that, recoveries on account of Preserved D&O Actions, shall be limited to the proceeds of the D&O Liability Insurance Policies; *provided, further*, 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.

“*Preserved Actions Administrator*” means 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.

“Preserved D&O Actions” means any Claims against the Non-Released Parties, other than Avoidance Actions against the Non-Released Parties related to severance payments made to the Non-Released Parties prior to the Petition Date.

“Priority Claims Amount” means that certain amount to be determined by the Debtors and the Required Consenting Term Loan Lenders as necessary to pay Allowed Administrative Claims, Priority Tax Claims, Other Secured Claims and Other Priority Claims; *provided*, that such amount shall not exceed the Priority Claims Amount Cap; *provided, further* that, to the extent the Allowed amount of all Priority Tax Claims and Administrative Claims solely pursuant to section 503(b)(1)(B) of the Bankruptcy Code is less than \$2.6 million, then, at the Debtors’ discretion, the Debtors may use an amount equal to thirty seven and one half percent (37.5%) of the difference between \$2.6 million and the Allowed amount of all Priority Tax Claims and Administrative Claims solely pursuant to section 503(b)(1)(B) of the Bankruptcy Code to exceed (i) the Priority Claims Amount Cap by such amount and/or (ii) the \$2 million Wind-Down Amount by such amount.

“Priority Claims Amount Cap” means \$3.3 million plus any expense reimbursement and/or break-up fee set forth in the Sale Documents and/or approved under the Cash Collateral Order to the extent not previously paid prior to the Effective Date.

“Prepetition Agents” means, collectively, the Stub Agent and the Superpriority Agent, including, in each case, any successors thereto.

“Priority Tax Claim” means a Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

“Professional” means a Person or Entity: (1) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (2) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

“Professional Fee Claim” means a Claim (1) by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred after the Petition Date and on or before the Effective Date under sections 328, 330, 331, or 503(b)(2) of the Bankruptcy Code, as applicable; or (2) by an OCP for compensation for services rendered or reimbursement of expenses incurred after the Petition Date and on or before the Effective Date pursuant to the OCP Order.

“Professional Fee Reserve Account” means the reserve account established and funded by the Debtors prior to the Effective Date to satisfy the accrued but unpaid Professional Fee Claims of the Professionals.

“Proof of Claim” means a proof of Claim Filed against any of the Debtors in these Chapter 11 Cases.

“*Purchaser(s)*” means the Person(s) or Entity(ies) who purchase some or all the Debtors’ assets pursuant to the Asset Purchase Agreement(s) and the Sale Orders.

“*Quarterly Fees*” means all fees due and payable pursuant to section 1930 of Title 28 of the United States Code, together with the statutory rate of interest set forth in section 3717 of Title 31 of the United States Code, to the extent applicable.

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

“*Released Party*” means each of the following and in each case in its capacity as such: (a) the Debtors; (b) the Holders of Term Loan Facility Claims; (c) the Plan Administrator and the Preserved Actions Administrator; (d) each of the Prepetition Agents; (e) the Committee and its members, each in their capacities as such; (f) all Holders of Claims or Interests; (g) each current and former Affiliate of each Entity in clause (a) through the following clause (h); and (h) each Related Party of each Entity in clause (a) through this clause (h); *provided* that, a Released Party shall only be a Released Party if it is also a Releasing Party; *provided, further*, that, in no event shall either of the Non-Released Parties constitute a Released Party under the Plan.

“*Releasing Party*” means each of the following and in each case in its capacity as such: (a) the Debtors; (b) all Holders of all Claims, Interests, or Causes of Action that elect to opt into the releases contained in Section IX.C of this Plan; (c) the Prepetition Agents; (d) the Committee and its members, each in their capacities as such; (e) each current and former Affiliate of each Entity in clause (a) through the following clause (f); and (f) each Related Party of each Entity in clause (a) through this clause (f); *provided* that in each case, an Entity shall not be a Releasing Party if it timely Files with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the releases contained in the Plan that is not resolved before Confirmation.

“*Required Consenting Term Loan Lenders*” has the meaning ascribed to such term in the RSA.

“*Restructuring Transaction*” means any undertaking or action as may be necessary or appropriate to effectuate the transactions set forth in the RSA, including, but not limited to: (1) the Sale Transactions; (2) confirmation and Consummation of the Plan; and (3) the Wind-Down, all as may be more fully described in Article IV.B herein.

“*RSA*” means that certain Restructuring Support Agreement by and among the Debtors and the Consenting Term Loan Lenders, as such may be further amended, modified, or supplemented from time to time, in accordance with its terms.

“*Sale Documents*” means, collectively, the Asset Purchase Agreement(s) and all agreements, documents, and instruments related thereto or to the Sale Transactions, including the Bidding Procedures Motion, the Bidding Procedures Order and the Sale Orders.

“*Sale Orders*” means the order(s) of the Bankruptcy Court approving pursuant to section 363 of the Bankruptcy Code one or more sales of, collectively, all or substantially all of the assets of the Debtors to one or more Purchasers.

“*Sale Proceeds*” means the gross Cash consideration, received by the Debtors in connection with the Sale Transactions.

“*Sale Transactions*” means the sales under section 363(f) of the Bankruptcy Code of all or substantially all of the Debtors’ assets, as described in more detail in Article IV.B. herein.

“*Schedule of Assumed Executory Contracts and Unexpired Leases*” means a schedule that will be Filed as part of the Plan Supplement and will include a list of all Executory Contracts and Unexpired Leases that the Debtors intend to assume pursuant to this Plan as of the Effective Date.

“*Schedule of Retained Causes of Action*” means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to this Plan, as the same may be amended, modified, or supplemented from time to time by the Debtors.

“*Schedules*” means, collectively, the schedule of assets and liabilities and statement of financial affairs Filed by the Debtor pursuant to section 521 of the Bankruptcy Code, the Bankruptcy Rules, and the official bankruptcy forms, as the same may be amended, modified, or supplemented from time to time.

“*Section 510(b) Claim(s)*” means any Claim(s) subordinated by order of the Bankruptcy Court pursuant to section 510(b) of the Bankruptcy Code.

“*Secured*” means when referring to a Claim: (a) secured by a Lien on collateral in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in such Estate’s interest in such collateral or to the extent of the amount subject to setoff, as applicable, determined pursuant to section 506(a) of the Bankruptcy Code or (b) Allowed pursuant to the Plan as a Secured Claim.

“*Settlement Term Sheet*” means that certain settlement term sheet by and among the Debtors, the Committee, and the Ad Hoc Group, attached as Exhibit 1 to the *Joint Notice of Settlement Term sheet Among the Debtors, the Committee, and the Ad Hoc Group* [Docket No. 315], Filed with the Court on May 10, 2024, and which is incorporated herein as if set forth in full.

“*Stub Agent*” means any administrative agent, collateral agent, or similar entity under the Stub Term Loan Facility, the Original Credit Agreement, or any other applicable Stub Credit Documents (including any successors and assigns).

“*Stub Credit Documents*” means the Original Credit Agreement and any related security, guaranty, or other documents (as amended, restated, amended and restated, supplemented and/or otherwise modified).

“*Stub Term Loan Claim*” means any Claim arising under, derived from, secured by, based on or relating to the Stub Term Loan Facility and the Stub Credit Documents.

“*Stub Term Loan Facility*” means that certain credit facility consisting of approximately \$2.063 million, representing the remaining amount outstanding under the Original Term Loan Facility.

“*Stub Term Loan Lenders*” means the lenders under the Stub Term Loan Facility.

“*Superpriority Agent*” means any administrative agent, collateral agent, or similar entity under the Superpriority Term Loan Facility, the Superpriority Credit Agreement and any other applicable Superpriority Credit Documents (including any successors and assigns).

“*Superpriority Term Loan Claim*” means any Claim arising under, derived from, secured by, based on or related to the Superpriority Term Loan Facility, or the Superpriority Credit Documents.

“*Superpriority Credit Agreement*” means that certain credit agreement dated as of June 15, 2023, by and among Casa Systems, Inc., the guarantors party thereto, the lenders party thereto, and the Superpriority Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified).

“*Superpriority Credit Documents*” means the Superpriority Credit Agreement and any related security, guaranty, or other documents (as amended, restated, amended and restated, supplemented and/or otherwise modified).

“*Superpriority Lenders*” means the lenders under the Superpriority Credit Agreement.

“*Superpriority Term Loan Facility*” means that certain credit facility under the Superpriority Credit Agreement.

“*Term Loan Credit Agreements*” means, collectively, the Superpriority Credit Agreement and the Original Credit Agreement.

“*Term Loan Credit Documents*” means, collectively, the Stub Credit Documents and the Superpriority Credit Documents.

“*Term Loan Credit Facilities*” means, collectively, the Stub Term Loan Facility and the Superpriority Term Loan Facility.

“*Term Loan Facility Claims*” means, collectively, the Superpriority Term Loan Claims and the Stub Term Loan Claims.

“*Term Loan Lenders*” means the Superpriority Lenders and the Stub Loan Lenders.

“Term Loan Parties” means the Term Loan Lenders and the Prepetition Agents.

“Term Loan Recovery” means (i) (a) the proceeds of (1) any Sale Transactions and (2) the liquidation of the Net Distributable Assets, (b) if the value of the GUC Recovery Pool exceeds the Maximum GUC Recovery Pool Amount, each dollar of the GUC Recovery Pool in excess of the Maximum GUC Recovery Pool Amount, and (c) 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, each dollar of the GUC Recovery Pool in excess of the Maximum General Unsecured Claims Recovery; and (ii) all other available Cash, after the allocation of sufficient Cash to (u) fund the Wind-Down Amount; (v) fund the GUC Non-Litigation Claim Recovery Amount; (w) fund the KEIP Pool; (x) pay Allowed Administrative Claims (including, for the avoidance of doubt, any expense reimbursement and/or break-up fee set forth in the Sale Documents and/or approved under the Cash Collateral Order to the extent not previously paid prior to the Effective Date), Priority Tax Claims, Other Secured Claims and Other Priority Claims in an amount up to the Priority Claims Amount Cap, (y) fund the Professional Fee Reserve Account (which for the avoidance of doubt shall include all estimated and actually accrued and unpaid Committee Professionals Fees), and (z) pay all reasonable and documented fees and expenses of the Ad Hoc Group Advisors and of the Prepetition Agents (including reasonable and documented prepetition and postpetition agency fees, including budgeted post-Effective Date agency fees, of the Prepetition Agents that accrue and have not otherwise been paid) to the extent not previously paid prior to the Effective Date and any accrued and unpaid postpetition payroll as of the Effective Date, up to the amount of the Term Loan Facility Claims and until the Term Loan Facility Claims are indefeasibly paid in full in Cash. For the avoidance of doubt, the Term Loan Parties shall not be entitled to, and waive for all purposes, all deficiency Claims, if any. For the further avoidance of doubt, the Term Loan Parties shall not be entitled to any portion of the GUC Recovery Pool (unless the value of the GUC Recovery Pool exceeds (i) the Maximum GUC Recovery Amount or (ii) the amount required for Holders of Allowed General Unsecured Claims to receive the Maximum General Unsecured Claims Recovery) or any distributions from Class 4 under the Plan.

“U.S. Trustee” means the United States Trustee for the District of Delaware.

“Unexpired Lease” means a lease to which any of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

“Unimpaired” means, with respect to a Claim or Class of Claims, not “impaired” within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

“Voting Deadline” means the date and time by which all ballots to accept or reject the Plan must be received to be counted.

“Wind-Down” means the post-Effective Date wind-down process by which the Plan Administrator shall seek to (1) liquidate any remaining assets of the Debtors and make distributions relating to the same; (2) complete any tasks required to wind-down the affairs of the Debtors and/or Debtor Affiliates; and (3) otherwise close these Chapter 11 Cases, as described in more detail in Article IV.B. herein.

“Wind-Down Amount” shall mean that certain amount to be determined by the Debtors and the Required Consenting Term Loan Lenders as necessary for the Wind-Down of the Debtors’ Estates; *provided*, that such amount shall not exceed \$2 million; *provided* that, to the extent the Allowed amount of all Priority Tax Claims and Administrative Claims solely pursuant to section 503(b)(1)(B) of the Bankruptcy Code is less than \$2.6 million, then, at the Debtors’ discretion, the Debtors may use an amount equal to thirty seven and one half percent (37.5%) of the difference between \$2.6 million and the Allowed amount of all Priority Tax Claims and Administrative Claims solely pursuant to section 503(b)(1)(B) of the Bankruptcy Code to exceed (i) the Priority Claims Cap by such amount and/or (ii) the \$2 million Wind-Down Amount by such amount.

“Wind-Down Budget” means a budget for the fees, costs and expenses associated with the post-Effective Date winddown process of the Company Parties (as defined in the RSA) and as approved by the applicable parties in accordance with Section 3.02 of the RSA; *provided*, that the Wind-Down Budget shall provide for (a) the holdback of sufficient proceeds from any sale of any of the Debtors’ property during the pendency of the Chapter 11 Cases to fund expenses of the applicable Company Party arising from or related to the orderly winddown of such Company Party in the applicable jurisdictions, including required statutory costs and liquidator’s fees and expenses with respect to any insolvency or wind-down proceeding, and (b) the payment in full of: (i) all liabilities incurred and or owing by the Irish Seller (as defined in the RSA) that are or would be categorized as preferential claims in any winding up of the Irish Seller pursuant to and within the meaning of Section 621(a) of the Companies Act 2014 of Ireland (as amended), (ii) all taxes of any kind that are incurred by the Irish Seller pursuant to the Laws of Ireland as a result of or in connection with the Sale Transactions to which it is or becomes a party, (iii) all other liabilities incurred by the Irish Seller in the ordinary course of its business in the period between the date of the RSA and the completion of the Sale Transactions, but, with respect to sub-clauses (i) through (iii), only to the extent that such liabilities that are not assumed by the purchaser(s) pursuant to the Purchase Agreement(s) (as defined in the RSA) or by operation of law, upon or following the completion of the Sale Transactions; and *provided, further*, that the Wind-Down Budget shall not exceed the Wind-Down Amount. For the avoidance of doubt, no portion of the Wind-Down Budget shall be used to pursue the Preserved Actions.

B. Rules of Interpretation.

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in or exhibit to this Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms hereof and the RSA. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as “in this Plan,” “of this Plan,” “to this Plan,” and “under this Plan,” respectively. The words “includes” and “including” are not limiting. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (1) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that

form or substantially on those terms and conditions; (3) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (4) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

C. Computation of Time.

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) will apply. Any references to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter unless otherwise specified herein.

D. Reference to Monetary Figures.

All references in this Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

E. Consultation, Information, Notice, and Consent Rights.

Notwithstanding anything herein to the contrary, any and all consultation, information, notice, and consent rights of the Consenting Term Loan Lenders set forth in the RSA with respect to the form and substance of this Plan, and any other Definitive Documents, including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference and fully enforceable as if stated in full herein. Failure to reference the rights referred to in the immediately precedent sentence as such rights relate to any document referenced in the RSA shall not impair such rights and obligations.

F. Controlling Document.

In the event of any inconsistency between this Plan and the RSA, the terms of the Plan shall control; *provided*, that, solely with respect to any consultation, information, notice, or consent rights in the Plan, in the event of any inconsistency between the Plan and the RSA, the terms of the RSA shall control. In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such Plan Supplement document. In the event of an inconsistency between this Plan and any other instrument or document created or executed pursuant to this Plan, or between this Plan and the Disclosure Statement, this Plan shall control. The provisions of this Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided*, that if there is determined to be any inconsistency between any provision of this Plan and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of this Plan.

ARTICLE II.
ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS, AND STATUTORY FEES

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims (including Professional Fee Claims) and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III hereof.

A. Administrative Claims.

Except to the extent that a Holder of an Allowed Administrative Claim agrees to a different treatment (with the consent of the Required Consenting Term Loan Lenders, such consent not to be unreasonably withheld or delayed), each Holder of an Allowed Administrative Claim (other than a Professional Fee Claim) shall receive, in full and final satisfaction of such Claim, (1) Cash in an amount equal to such Allowed Administrative Claim in accordance with the following: (i) if Allowed on or prior to the Effective Date, then on the Effective Date or as soon as reasonably practicable thereafter, (ii) if not Allowed as of the Effective Date, then no later than forty-five (45) days after the date on which an order Allowing such Administrative Claim becomes a Final Order, or (iii) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court; or (2) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

Except for Professional Fee Claims, and notwithstanding any prior Filing or Proof of Claim, Proofs of Claim seeking the allowance and payment of Administrative Claims must be Filed and served on the Debtors or the Plan Administrator (as applicable) and their counsel by no later than the Administrative Claims Bar Date pursuant to the procedures set forth in the Confirmation Order and the notice of the occurrence of the Effective Date. The burden of proof for the allowance of Administrative Claims remains on the Holder of the Administrative Claims.

Except as otherwise provided in Articles II.B, II.C, or II.D herein, holders of Administrative Claims that do not File and serve a Proof of Claim or application for payment of administrative expenses requesting the allowance of an Administrative Claim by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting Administrative Claims against the Debtors, the Plan Administrator or the Preserved Actions Administrator, the Estates, or the Debtors' assets and properties, and any Administrative Claims shall be deemed disallowed as of the Effective Date unless otherwise ordered by the Bankruptcy Court.

B. Professional Fee Claims.

1. Final Fee Applications and Payment of Professional Fee Claims.

All Professional Persons (other than OCPs) seeking awards by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 327, 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), 503(b)(5), or 1103 of the Bankruptcy Code shall (1) file, on or before the date that is forty-five (45) days after the Confirmation Date, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred; and (2) be paid in full, in Cash, from the Professional Fee Reserve Account in such amounts as are Allowed by the

Bankruptcy Court or authorized to be paid in accordance with the order(s) relating to or allowing any such Professional Fee Claim. Objections to Professional Fee Claims must be Filed and served no later than twenty-one (21) days after the Filing of the Professional Fee Claim.

2. Administrative Claims of OCPs.

All requests for payment of Professional Fee Claims of OCPs shall be made pursuant to the OCP Order. To the extent any Professional Fee Claims of the OCPs have not been Allowed pursuant to the OCP Order on or before the Effective Date, the amount of Professional Fee Claims owing to the OCPs shall be paid in Cash to such OCPs by the Debtor or the Plan Administrator (as applicable) from the Professional Fee Reserve Account as soon as reasonably practicable after such Professional Fee Claims are Allowed pursuant to the OCP Order.

3. Post-Confirmation Date Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors or Plan Administrator (as applicable) shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses incurred by the Debtors or the Plan Administrator (as applicable). 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 or Plan Administrator (as applicable) may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

4. Professional Fee Reserve Account.

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date, and shall deliver such estimate to the Debtors and the Ad Hoc Group Advisors no later than two (2) Business Days before the Effective Date; *provided*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professionals' final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors may, in consultation with the Ad Hoc Group Advisors, estimate the unpaid and unbilled fees and expenses of such Professional. The Debtors shall fund and reserve the Professional Fee Reserve Account until payment in full of all Allowed Professional Fee Claims. If the Professional Fee Reserve Account is insufficient to fund the full Allowed amounts of Professional Fee Claims, the remaining unpaid Allowed Professional Fee Claims shall be paid by the Plan Administrator as Allowed Administrative Claims. For the avoidance of doubt, the Professional Fee Reserve Account cannot be used to pay any Secured, Priority, or Administrative Claims until all Professional Fee Claims are satisfied or otherwise reserved for.

C. Priority Tax Claims.

On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent a Holder of an Allowed Priority Tax Claim and the Debtors agree, with the consent of the Required Consenting Term Loan Lenders (such consent not to be unreasonably withheld or delayed), to less

favorable treatment for such Holder, in full and final satisfaction of the Allowed Priority Tax Claim, each Holder thereof will be paid in full in Cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

D. U.S. Trustee Statutory Fees.

All Quarterly Fees due and payable prior to the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date, the Debtors and any Disbursing Agent shall be jointly and severally liable to pay Quarterly Fees when due and payable; *provided* that the Preserved Actions Administrator shall be solely responsible for paying any and all such Quarterly Fees with respect to any and all distributions of proceeds (and any other actions giving rise to such Quarterly Fees) from the Preserved Actions. The Debtors shall file with the Bankruptcy Court all monthly operating reports due prior to the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Debtors, and any entity making disbursements on behalf of any Debtor, or making disbursements on account of an obligation of any Debtor, shall file with the Bankruptcy Court separate UST Form 11-PCR reports when they become due.

**ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

A. Classification of Claims and Interests.

Except for the Claims addressed in Article II herein, all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Class to the extent that any portion of the Claim or Interest qualifies within the description of such other Class. A Claim also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim is an Allowed Claim in that Class and has not been otherwise paid, released, or satisfied at any time.

The classification of Claims against and Interests in the Debtors pursuant to the Plan is as follows:

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 3	Term Loan Facility Claims	Impaired	Entitled to Vote
Class 4	General Unsecured Claims	Impaired	Entitled to Vote

Class 5	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 6	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 7	Existing Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 8	Intercompany Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Claims and Interests.

1. Class 1 – Other Secured Claims.

- i. *Classification:* Class 1 consists of all Other Secured Claims against the Debtors.
- ii. *Treatment:* On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Other Secured Claim and the Debtors (with the consent of the Required Consenting Term Loan Lenders, such consent not to be unreasonably withheld or delayed) agree to less favorable treatment for such Holder, in full and final satisfaction of the Allowed Other Secured Claim, each Holder thereof will receive: (a) payment in full in Cash; (b) delivery of the collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code; (c) reinstatement of such Claim; or (d) such other treatment rendering such Claim Unimpaired.
- iii. *Voting:* Class 1 is Unimpaired, and Holders of Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Other Secured Claims are not entitled to vote to accept or reject the Plan.

2. Class 2 – Other Priority Claims.

- i. *Classification:* Class 2 consists of all Other Priority Claims against the Debtors.
- ii. *Treatment:* On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Other Priority Claim and the Debtors (with the consent of the Required Consenting Term Loan Lenders, such consent not to be unreasonably withheld or delayed) agree to less favorable treatment for such Holder, in full and final satisfaction of the Allowed Other Priority Claim, each Holder thereof will

receive: (a) payment in full in Cash; or (b) such other treatment rendering such Claim Unimpaired.

- iii. *Voting*: Class 2 is Unimpaired, and Holders of Other Priority Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 2 Other Priority Claims are not entitled to vote to accept or reject the Plan.

3. Class 3 – Term Loan Facility Claims.

- i. *Classification*: Class 3 consists of all Term Loan Facility Claims.
- ii. *Allowance*: Term Loan Facility Claims shall be deemed Allowed in the principal amount outstanding under the Term Loan Credit Agreements (including all accrued and unpaid interest as of the Petition Date), including reasonable and documented fees, expenses, and other amounts arising and payable under and in accordance with the Term Loan Credit Agreements.
- iii. *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of a Term Loan Facility Claim and the Debtors (with the consent of the Required Consenting Term Loan Lenders, such consent not to be unreasonably withheld or delayed) agree to less favorable treatment for such Holder, in full and final satisfaction of the Term Loan Facility Claim, each Holder thereof will receive its *pro rata* share of the Term Loan Recovery.
- iv. *Voting*: Class 3 is Impaired, and Holders of Term Loan Facility Claims are entitled to vote to accept or reject the Plan.

4. Class 4 – General Unsecured Claims.

- i. *Classification*: Class 4 consists of the General Unsecured Claims against the Debtors.
- ii. *Treatment*: On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed General Unsecured Claim and the Debtors agree to less favorable treatment for such Holder, in full and final satisfaction of its Allowed General Unsecured Claim, each Holder thereof will receive its *pro rata* share of the GUC Recovery Pool; *provided*, for the avoidance of doubt, that (a) 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, or (b) 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, then each dollar of the GUC Recovery Pool in excess of the Maximum

Unsecured Claims Recovery shall be distributed to Holders of Term Loan Facility Claims.

- iii. *Voting:* Class 4 is Impaired, and Holders of General Unsecured Claims are entitled to vote to accept or reject the Plan.

5. Class 5 – Intercompany Claims.

- i. *Classification:* Class 5 consists of Intercompany Claims between and among the Debtors.
- ii. *Treatment:* Holders of Intercompany Claims shall not receive any distribution, property, or other value under the Plan on account of such Claims.
- iii. *Voting:* Class 5 is Impaired, and Holders of Intercompany Claims are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 5 Intercompany Claims are not entitled to vote to accept or reject the Plan.

6. Class 6 – Section 510(b) Claims.

- i. *Classification:* Class 6 consists of Section 510(b) Claims against the Debtors.
- ii. *Treatment:* Holders of Section 510(b) Claims shall not receive any distribution, property or other value under the Plan on account of such Claims.
- iii. *Voting:* Class 6 is Impaired, and Holders of Section 510(b) Claims are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 6 Section 510(b) Claims are not entitled to vote to accept or reject the Plan.

7. Class 7 – Existing Equity Claims.

- i. *Classification:* Class 7 consists of all Existing Equity Interests in the Debtors.
- ii. *Treatment:* On the Effective Date, all Existing Equity Interests shall be canceled, released, and extinguished, and will be of no further force or effect, and Holders of such Existing Equity Interests shall not receive any distribution, property or other value under the Plan on account of such Interest.
- iii. *Voting:* Class 7 is Impaired, and Holders of Existing Equity Interests are conclusively deemed to have rejected the Plan pursuant to section 1126(g)

of the Bankruptcy Code. Therefore, Holders of Class 7 Existing Equity Interests are not entitled to vote to accept or reject the Plan.

8. Class 8 – Intercompany Interests.

- i. *Classification:* Class 8 consists of all Intercompany Interests in the Debtors.
- ii. *Treatment:* On the Effective Date, all Intercompany Interests shall be canceled, released, and extinguished, and will be of no further force or effect, and Holders of such Intercompany Interests shall not receive any distribution, property, or other value under the Plan on account of such Interest.
- iii. *Voting:* Class 8 is Impaired, and Holders of Intercompany Interests are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 8 Intercompany Interests are not entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims.

Except as otherwise provided in this Plan, nothing under this Plan shall affect the rights of the Debtors or the Plan Administrator with respect to any Unimpaired Claims, including all legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

D. Elimination of Vacant Classes.

Any Class that, as of the commencement of the Combined Hearing, does not have at least one Holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from this Plan for purposes of voting to accept or reject this Plan, and disregarded for purposes of determining whether this Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class.

E. Voting Classes, Presumed Acceptance by Non-Voting Classes.

With respect to each Debtor, if a Class contains Claims eligible to vote and no holder of Claims eligible to vote in such Class votes to accept or reject this Plan, this Plan shall be presumed accepted by the holders of such Claims in such Class.

F. Controversy Concerning Impairment.

If a controversy arises as to whether any Claim or any Class of Claims is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the date of the Combined Hearing.

G. Subordination of Claims.

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan shall take into account and conform to the

relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, contract, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors or the Plan Administrator (as applicable) reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

H. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to this Article III of the Plan. The Debtors hereby request confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Class that is deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. The Debtors reserve the right to request confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any voting Class that votes to reject the Plans.

I. Insurance.

Notwithstanding anything to the contrary in the Plan, if any Claim is subject to coverage under an Insurance Policy, payments on account of such Claim will first be made from proceeds of such Insurance Policy in accordance with the terms thereof, with the balance of such Claim, if any, treated in accordance with the provisions of the Plan governing the Class applicable to such Claim.

**ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN**

A. General Settlement of Claims and Interests.

To the extent provided by the Bankruptcy Code, and in consideration for the distributions, releases, and other benefits provided pursuant to this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise of Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a creditor or an Interest holder may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise and settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of such Claims and Interests, and is fair, equitable, and reasonable.

B. Restructuring Transaction.

On or before the Effective Date, the Debtors or the Plan Administrator shall enter into and take any actions that may be necessary or appropriate to effectuate the Sale Transactions or the Wind-Down of the Debtors, as applicable, including but not limited to: (1) the execution and delivery of appropriate agreements or other documents of consolidation, conversion, disposition,

transfer, or dissolution containing terms that are consistent with the terms of this Plan and the RSA and that satisfy the requirements of applicable law; (2) the execution and delivery of any appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, duty, or obligation on terms consistent with this Plan and the RSA; (3) the filing of appropriate documents with the appropriate governmental authorities pursuant to applicable law; and (4) any and all other actions that the Debtors, the Plan Administrator, or the Preserved Actions Administrator (to the extent set forth in the Plan and Preserved Actions Administrator Agreement) determine are necessary or appropriate to effectuate the Plan.

Subject to the terms of the RSA, the Confirmation Order shall and shall be deemed to, pursuant to sections 363 and 1123 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

1. Sale Transactions.

The Debtors shall engage in a process for the sale of all or substantially all of their assets. The Debtors shall seek the approval of the Sale Orders, which shall approve the sale of all or substantially all of the Debtors' assets to one or more purchasers, including the Cloud/RAN Purchaser pursuant to the Cloud/RAN APA, and the Cable Stalking Horse Bidder pursuant to the Cable Stalking Horse APA, or, if such higher or better bids are received consistent with the Bidding Procedures Order, to the Purchaser pursuant to the highest or best bidder.

2. Wind-Down.

Following the Effective Date and subject to the Wind-Down Budget, the Plan and the Plan and Preserved Actions Administrator Agreement, (x) the Plan Administrator shall wind-down the affairs and operations of the Debtors, their Estates, and their Affiliates, as applicable, including, but not limited to, (i) expeditiously and efficiently liquidating the Net Distributable Assets, if any; (ii) distributing the proceeds thereof to the Holders of Term Facility Claims or Allowed General Unsecured Claims, as applicable; and (iii) procuring any appropriate insurance to facilitate the Wind-Down, including appropriate D&O Liability Insurance Policies; and (y) the Preserved Actions Administrator shall expeditiously and efficiently pursue, compromise, settle, and/or liquidate the Preserved Actions.

C. Sources of Consideration for Plan Distributions.

Subject to the terms of the Plan, including the provisions concerning the Professional Fee Reserve Account and the Wind-Down Budget, the Debtors or the Plan Administrator (as applicable) shall fund distributions under the Plan with the proceeds from the Sale Transactions and the liquidation of the Net Distributable Assets and the Preserved Actions, all in accordance with the terms of the Plan.

D. Vesting of Assets.

Except as otherwise provided in this Plan or the Sale Orders, on and after the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all Net Distributable Assets of the Estates, including all claims, rights, and Causes of Action and any property acquired by the

Debtors under or in connection with this Plan, shall vest in each respective Debtor free and clear of all Claims, Liens, encumbrances, charges, and other interests. Subject to the terms of this Plan, on or after the Effective Date, the Plan Administrator may use, acquire, and dispose of the Net Distributable Assets, and may prosecute, compromise, or settle any Claims and Causes of Action without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by this Plan or the Confirmation Order.

E. Preservation of Causes of Action.

In accordance with section 1123(b) of the Bankruptcy Code, the Preserved Actions Administrator shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtors that are not otherwise (i) transferred or sold pursuant to the Sale Transactions or (ii) waived, relinquished, exculpated, released, compromised or settled pursuant to the Cash Collateral Order, whether arising before or after the Petition Date, and the Preserved Actions Administrator's rights to commence, prosecute, or settle such 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 releases and exculpations contained in the Plan, including in Article IX hereof, which shall be deemed released and waived by the Debtors, the Plan Administrator, and the Preserved Actions Administrator as of the Effective Date. Except as expressly set forth in the Plan, no Causes of Action shall be retained or preserved against the Debtors' directors and officers or any Released Party. **No Entity (other than the Released Parties) may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Preserved Actions Administrator, as applicable, will not pursue any and all available Causes of Action of the Debtors against it.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan, including in Article IX hereof, the Sale Orders, the Cash Collateral Order, or an order of the Bankruptcy Court, the Debtors and the Preserved Actions Administrator, as applicable, expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of confirmation and Consummation of the Plan.

Notwithstanding anything to the contrary herein, recoveries on account of Preserved D&O Actions shall be limited to the proceeds of the D&O Liability Insurance Policies.

F. Key Employee Incentive Plan.

On the Effective Date, each KEIP Participant will be entitled to its respective share of the KEIP Pool. In order to receive payment from the KEIP 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 Allowed General Unsecured Claims, nor shall any funds to be distributed to any KEIP Participants under the KEIP reduce the GUC Recovery Pool.

G. Corporate Action.

On the Effective Date and following satisfaction of the Debtors' distribution and funding requirements set forth in the Plan, the Debtors shall be dissolved for all purposes unless the Plan Administrator determines that dissolution can have any adverse impact on the Net Distributable Assets; *provided*, that neither the Debtors nor any party released pursuant to Article IX herein shall be responsible for any liabilities that may arise as a result of non-dissolution of the Debtors; *provided further*, that nothing in the Plan shall be construed as relieving the Debtors or the Plan Administrator (as applicable) of their duties to pay Quarterly Fees as required by the Bankruptcy Code and applicable law until such time as a final decree is entered in the Debtors' Chapter 11 Cases or the cases are dismissed or converted to cases under chapter 7 of the Bankruptcy Code. The Plan Administrator shall submit with the appropriate governmental agencies a copy of the Confirmation Order, which Confirmation Order shall suffice for purposes of obtaining a Certificate of Dissolution from the Delaware Secretary of State.

Without limiting the foregoing, on the Effective Date and following satisfaction of the Debtors' distribution and funding requirements set forth in the Plan, the Debtors shall have no further duties or responsibilities in connection with implementation of this Plan, and the directors and officers of the Debtors shall be deemed to have resigned and the employees of the Debtors terminated. From and after the Effective Date, the Plan Administrator and Preserved Actions Administrator shall be authorized to act on behalf of the Estates, provided that the Plan Administrator and Preserved Actions Administrator shall have no duties other than as expressly set forth in the Plan or the Confirmation Order, as applicable.

H. Cancellation of Existing Securities and Agreements.

Except as otherwise set forth in this Plan, on the Effective Date, the Term Loan Credit Agreements and all other agreements, instruments, notes, certificates, indentures, mortgages, securities and other documents evidencing any Claim or Interest, and any rights of any Holder in respect thereof, shall be deemed cancelled and of no further force or effect and the obligations of the Debtors thereunder shall be deemed fully satisfied, released, and discharged and, as applicable, shall be deemed to have been surrendered to the Plan Administrator, and the Prepetition Agents shall be released from all duties and obligations thereunder. The holders of or parties to such cancelled instruments, securities, and other documentation shall have no rights arising from or related to such instruments, securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to this Plan, including the right of a Holder of Term Loan Facility Claims to receive distributions on account of its Claims.

Notwithstanding anything to the contrary in this Plan or in the Plan Supplement or any related agreement, instrument, or document, (x) any cancelled instruments, securities, and other documentation shall continue in effect for the purposes of allowing Holders of Term Loan Facility Claims to receive distributions as specified under this Plan and (y) any agreement that governs the rights of the Prepetition Agents shall continue in effect for the purposes of allowing the Prepetition Agents to (i) receive any distributions under the Plan and distribute them to the Holders of Term Loan Facility Claims, (ii) maintain, enforce, or exercise any right to compensation, contribution, expense reimbursement, or indemnification that (1) may be owed to the Prepetition Agents under the Plan or the Term Loan Credit Documents (including by the Debtors or the Plan Administrator),

or (2) by its terms survives termination of such document; (iii) maintain, enforce, or exercise its rights to payment of fees, expenses, and indemnification obligations as against any money or property distributable or allocable under the Plan to Holders of Term Loan Facility Claims; (iv) seek compensation and reimbursement for any fees and expenses incurred in connection with the implementation of the Plan; (v) appear and be heard in the Chapter 11 Cases or in any proceeding in any court, including to enforce any obligation owed to any of the Prepetition Agents or Holders of Term Loan Facility Claims; and (vi) perform any functions that are necessary to effectuate the foregoing. The reasonable and documented fees, expenses, and costs of each of the Prepetition Agents, including costs of professionals incurred after the Effective Date in connection with the implementation and consummation of the Plan, will be paid by the Plan Administrator in the ordinary course, without Bankruptcy Court approval. The Prepetition Agents or counsel thereto shall provide a budget of such post-Effective Date fees, expenses, and costs to the Debtors no later than the Effective Date.

I. Effectuating Documents; Further Transactions.

Upon entry of the Confirmation Order, subject to the terms of the RSA, the Debtors, the Plan Administrator, or the Preserved Actions Administrator (as applicable) shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, consents, certificates, resolutions, programs, and other agreements or documents, and take such acts and actions as may be reasonable, necessary, or appropriate to effectuate, implement, consummate, and/or further evidence the terms and conditions of this Plan and any transactions described in or contemplated by this Plan. Subject to the terms of the RSA, the Debtor, the Plan Administrator, the Preserved Actions Administrator, all Holders of Claims receiving distributions pursuant to this Plan, and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents, and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan. All matters provided for in the Plan involving the corporate structure of the Debtors, and any corporate actions required by the Debtors in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors, the Plan Administrator, or the Preserved Actions Administrator.

J. Section 1146 Exemption from Certain Taxes and Fees.

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan or the Sale Transactions shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall comply with the requirements of section 1146(c) of the Bankruptcy Code and forgo the collection of any such tax, recordation fee, or governmental assessment and accept for filing and recordation all such instruments or other documents governing or evidencing such transfers without the payment of any such tax, recordation fee, or governmental assessment.

K. Sale Orders.

Notwithstanding anything to the contrary herein, nothing in this Plan shall affect, impair or supersede the Sale Orders or Sale Documents, each of which remains in full force and effect and governs in the event of any inconsistency with the Plan.

L. Authority to Act.

Prior to, on, or after the Effective Date (as appropriate), all matters expressly provided for under this Plan that would otherwise require approval of the stockholders, security holders, officers, directors, or other owners of the Debtors shall be deemed to have occurred and shall be in effect prior to, on, or after the Effective Date (as applicable) pursuant to the applicable law of the state(s) in which the Debtors are formed, without any further vote, consent, approval, authorization, or other action by such stockholders, security holders, officers, directors, or other owners of the Debtor or notice to, order of, or hearing before, the Bankruptcy Court.

M. Separate Plans.

Notwithstanding the combination of separate plans of liquidation for the Debtors set forth in this Plan for purposes of economy and efficiency, this Plan constitutes a separate chapter 11 plan for each Debtor. Accordingly, if the Bankruptcy Court does not confirm this Plan with respect to one or more Debtors, it may still confirm this Plan with respect to any other Debtor that satisfies the confirmation requirements of section 1129 of the Bankruptcy Code.

N. Plan Administrator; Preserved Actions Administrator.**1. Plan Administrator.**

The Plan Administrator shall be appointed by the Debtors, in consultation with the Required Consenting Term Loan Lenders and the Committee. Once appointed, the identity of the Plan Administrator shall be disclosed in the Plan Supplement. The Plan Administrator shall retain and have all the rights, powers, and duties necessary to carry out his or her responsibilities under the Plan, and as otherwise provided in the Confirmation Order.

On and after the Effective Date, subject to the terms of the Plan, the Plan Administrator will be authorized to implement the Plan and any applicable orders of the Bankruptcy Court, and the Plan Administrator shall have the power and authority to take any action necessary to effectuate the Wind-Down. As soon as practicable after the Effective Date, the Plan Administrator shall cause the Debtors to comply with, and abide by, the terms of the Plan and take any actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan, subject to the terms of the Plan. Except to the extent necessary to complete the Wind-Down of any remaining assets or operations from and after the Effective Date, the Debtors (1) for all purposes shall be deemed to have withdrawn their business operations from any state or province in which the Debtors were previously conducting, or are registered or licensed to conduct, their business operations, and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal and (2) shall be deemed to have canceled pursuant to the Plan all Interests.

On and after the Effective Date, the Plan Administrator shall have all direct and indirect governance powers with respect to each of the Debtors, other than with respect to the governance powers afforded to the Preserved Actions Administrator under the Plan. The Plan Administrator shall act for the Debtors in the same fiduciary capacity as applicable to a board of directors and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same).

The responsibilities and authority of the Plan Administrator shall include the following rights and responsibilities: (i) preserving and liquidating the Net Distributable Assets; (ii) administering and paying taxes, including, among other things, (a) filing tax returns (to the extent not the obligation of any Purchaser), and (b) representing the interest and account of the Debtors before any taxing authority in all matters; (iii) retaining and paying, without the need for retention or fee applications, professionals in connection with the Plan Administrator's performance of its duties under this Plan; (iv) distributing information statements as required for U.S. federal income tax and other applicable tax purposes; (v) Filing an application for entry by the Bankruptcy Court of a final decree closing the Chapter 11 Cases; (vi) overseeing the wind-down of the Debtor Affiliates in the Plan Administrator's capacity as the sole manager, sole director, or sole officer (as applicable and as set forth below) of the Debtor Affiliates' direct or indirect owner; (vii) making distributions to Professionals for Allowed Professional Fee Claims from the Professional Fee Reserve Account; (viii) making distributions to Holders of Term Loan Facility Claims and Allowed General Unsecured Claims pursuant to the Plan as promptly as practicable; (ix) procuring the necessary insurance to facilitate the Wind-Down, including appropriate D&O Liability Insurance Policies; and (x) such other responsibilities as may be vested in the Plan Administrator pursuant to this Plan or an order of the Bankruptcy Court (including, without limitation, the Confirmation Order), or as may be necessary and proper to carry out the provisions of this Plan.

2. Preserved Actions Administrator.

The Preserved Actions Administrator shall be appointed by the Committee, in consultation with the Debtors. Once appointed, the identity of the Preserved Actions Administrator shall be disclosed in the Plan Supplement. On and after the Effective Date, the Preserved Actions Administrator shall efficiently and expeditiously pursue, compromise, settle, and/or liquidate the Preserved Actions and to take any action necessary to effectuate the foregoing. As set forth in more detail in the Plan and Preserved Actions Administrator Agreement, the Preserved Actions Administrator shall retain and have all the rights, powers, and duties necessary to carry out his or her responsibilities under the Plan, and as otherwise provided in the Confirmation Order, subject to the terms of the Plan and Preserved Actions Administrator Agreement.

3. Oversight Committee.

As set forth in the Plan and Preserved Actions Administrator Agreement, the Oversight Committee 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; *provided* that the Oversight Committee shall not have

any consent rights or authority over any General Unsecured Claims held by the members of the Oversight Committee. For the avoidance of doubt, the Preserved Actions Administrator, with the counsel of the Preserved Actions Administrator's choosing, shall determine which Preserved Actions to pursue, and the Oversight Committee shall not have its own counsel. Additionally, any members of the Oversight Committee who have previously engaged in litigation or otherwise pursued a Cause of Action against any Person(s) shall recuse themselves with respect to any decisions or oversight regarding the Claims reconciliation process and related matters involving such Person(s). Members of the Oversight Committee shall not receive any compensation or reimbursement for serving on the Oversight Committee.

4. Directors and Officers.

On the Effective Date, the persons acting as directors and officers of the Debtors shall be deemed to have been resigned, solely in their capacities as such, and the Plan Administrator shall be appointed as the sole manager, sole director, or sole officer, as applicable, of the Debtors and shall succeed to the powers of the Debtors' directors and officers, including the rights of the Debtors as the direct or indirect owners of the Debtor Affiliates, as applicable, other than those powers conferred upon the Preserved Actions Administrator under the Plan. From and after the Effective Date, the Plan Administrator and Preserved Actions Administrator shall be the sole representatives of, and shall act for, the Debtors in accordance with their respective powers as conferred under this Plan and pursuant to the Plan and Preserved Actions Administrator Agreement. For the avoidance of doubt, the foregoing shall not limit the authority of the Debtors, the Plan Administrator, or the Preserved Actions Administrator, as applicable, to continue the employment of any former manager or officer, including pursuant to any transition services agreement entered into in connection therewith.

ARTICLE V.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, except as otherwise provided herein (which exclusion includes the Indemnification Obligations and the D&O Liability Insurance Policies), all Executory Contracts or Unexpired Leases not previously assumed, assumed and assigned, or rejected pursuant to an order of the Bankruptcy Court or not included on the Schedule of Assumed Executory Contracts and Unexpired Leases, will be deemed rejected, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code other than those Executory Contracts or Unexpired Leases that are the subject of a motion to assume that is pending on the Confirmation Date, or are subject to an unresolved cure dispute as of the Effective Date (and shall be assumed, assumed and assigned, or rejected, as applicable, upon the resolution of such cure dispute in accordance with the Sale Documents).

Assumption of any Executory Contract or Unexpired Lease pursuant to the Sale Documents or this Plan, and payment of any cure amounts relating thereto, shall, upon satisfaction of the applicable requirements of section 365 of the Bankruptcy Code, result in the full, final, and complete release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults or provisions restricting the change in control of 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.

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

If the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan and Confirmation Order results in a Claim, then, unless otherwise ordered by the Court, such Claim shall be forever barred and shall not be enforceable against the Debtors, the Estates, the Plan Administrator, or any of their respective assets and properties unless a Proof of Claim is Filed with the Notice and Claims Agent and served upon counsel to the Plan Administrator within thirty (30) days of the Effective Date.

The foregoing applies only to Claims arising from the rejection of an Executory Contract or Unexpired Lease under the Plan and Confirmation Order; any other Claims held by a party to a rejected Executory Contract or Unexpired Lease shall have been evidenced by a Proof of Claim Filed by the applicable Bar Date or shall be barred and unenforceable. Claims arising from the rejection of Executory Contracts or Unexpired Leases under the Plan and Confirmation Order shall be classified as General Unsecured Claims and shall, if Allowed, be treated in accordance with the provisions herein.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan and Confirmation Order that are not timely Filed within thirty (30) days of the Effective Date will be disallowed automatically, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, the Plan Administrator, or any of their respective assets and properties.

C. Reservation of Rights.

Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to this Plan or in the Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an Executory Contract or Unexpired Lease or that the Debtors, the Plan Administrator, or their respective affiliates has any liability thereunder. Except as explicitly provided in this Plan, nothing in this Plan shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Plan Administrator under any executory or non-executory contract or unexpired or expired lease. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under this Plan, the Debtors or Plan Administrator, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

D. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such Executory Contracts or Unexpired Leases. In particular, the Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties, indemnity or continued maintenance obligations. The Debtors also expressly reserve any and all

rights with respect to the applicability (or non-applicability) of any non-bankruptcy laws to the contrary.

E. Indemnity Obligations.

Each of the Debtors' Indemnification Obligations shall not be discharged, impaired, or otherwise affected by the Plan. The Indemnification Obligations shall be deemed Executory Contracts assumed or assumed and assigned by the Debtors under the Plan.

F. D&O Liability Insurance Policies.

Each D&O Liability Insurance Policy (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) shall be treated as an Executory Contract under the Plan and shall be assumed, in its entirety, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date, pursuant to sections 105, 365, and 1123 of the Bankruptcy Code. For the avoidance of doubt, coverage for defense and indemnity under the D&O Liability Insurance Policies shall remain available to all individuals within the definition of "Insured" in the D&O Liability Insurance Policies. In addition, after the Effective Date, all officers, directors, agents, or employees of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of the D&O Liability Insurance Policies (including any "tail" policy) in effect or purchased as of the Effective Date for the full term of such policy regardless of whether such officers, directors, agents, and/or employees remain in such positions after the Effective Date, in each case, to the extent set forth in the D&O Liability Insurance Policies.

The Preserved Actions Administrator shall be authorized to pursue, in accordance with the terms of the Plan, any proceeds thereof on behalf of the Debtors. The Debtors shall not terminate or otherwise reduce the coverage under any D&O Liability Insurance Policy (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) in effect prior to the Effective Date and shall continue such policies and satisfy their obligations thereunder in full in the ordinary course of business.

G. Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Modifications, amendments, supplements, and restatements to a prepetition Executory Contract and/or Unexpired Lease 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.

H. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

I. Employee Compensation and Benefits.

All employment policies, and all compensation and benefits plans, policies, and programs of the Debtors applicable to their respective employees, retirees, and nonemployee directors, including all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life and accidental death and dismemberment insurance plans, are deemed to be, and shall be treated as, Executory Contracts under this Plan and, on the Effective Date, shall be rejected pursuant to sections 365 and 1123 of the Bankruptcy Code.

ARTICLE VI. PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions on Account of Claims Allowed as of the Effective Date.

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Interests as maintained by the Debtors, or their respective agents, shall be deemed closed, and there shall be no further changes in the record holders of any of the Claims or Interests. The Disbursing Agent shall have no obligation to recognize any ownership transfer of the Claims or Interests occurring on or after the Distribution Record Date. The Disbursing Agent shall be entitled to recognize and deal for all purposes hereunder only with those record holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable. Notwithstanding the foregoing, with respect to Holders of Term Loan Facility Claims, distributions shall be made to such Holders that are listed on the register or related document maintained by the Prepetition Agents.

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims as of the Distribution Record Date at the address for each such Holder as indicated on the Debtors' records as of the date of any such distribution; *provided*, that the manner of such distributions shall be determined at the discretion of the Disbursing Agent; *provided further*, that to the extent a Proof of Claim has been filed, the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

The applicable Prepetition Agents shall be deemed to be the Holder of the applicable Allowed Term Loan Facility Claims in Class 3 for purposes of distributions to be made hereunder, and all distributions on account of such Allowed Term Loan Facility Claims shall be made to the applicable Prepetition Agents. The Prepetition Agents shall arrange to deliver or direct the delivery of such distributions to or on behalf of the Holders of Term Loan Facility Claims under the Plan in accordance with the terms and conditions under the Term Loan Credit Documents.

B. Compliance with Tax Requirements.

In connection with this Plan, any Person issuing any instrument or making any distribution or payment in connection therewith, shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority. In the case of a non-Cash distribution that is subject to withholding, the distributing party may require the intended recipient of such distribution to provide the withholding agent with an amount of Cash sufficient to satisfy such withholding tax as a condition to receiving such distribution or withhold an appropriate

portion of such distributed property and either (1) sell such withheld property to generate Cash necessary to pay over the withholding tax (or reimburse the distributing party for any advance payment of the withholding tax) or (2) pay the withholding tax using its own funds and retain such withheld property. The distributing party shall have the right not to make a distribution under this Plan until its withholding or reporting obligation is satisfied pursuant to the preceding sentences. Any amounts withheld pursuant to this Plan shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan.

Any party entitled to receive any property as an issuance or distribution under this Plan shall, upon request, deliver to the withholding agent or such other Person designated by the Plan Administrator the appropriate IRS Form or other tax forms or documentation requested by the Plan Administrator to reduce or eliminate any required federal, state, or local withholding. If the party entitled to receive such property as an issuance or distribution fails to comply with any such request for a one hundred eighty (180) day period beginning on the date after the date such request is made, the amount of such issuance or distribution shall irrevocably revert to the Plan Administrator and any Claim in respect of such distribution under this Plan shall be discharged and forever barred from assertion against such Debtor, the Plan Administrator, or their respective property.

Notwithstanding the above, each Holder of an Allowed Claim or Interest that is to receive a distribution under this Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such Holder by any Governmental Unit, including income, withholding, and other tax obligations, on account of such Plan Distribution.

C. Date of Distributions.

Distributions made after the Effective Date to holders of Allowed Claims shall be deemed to have been made on the Effective Date and no interest shall accrue or be payable with respect to such Claims or any distribution related thereto. In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

D. Disbursing Agent.

Except as may be otherwise provided in the Sale Orders, all distributions under this Plan shall be made by the Disbursing Agent on and after the Effective Date and as provided herein. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties. The Debtors shall use commercially reasonable efforts to provide the Disbursing Agent with the amounts of Claims and the identities and addresses of Holders of Claims, in each case, as set forth in the Debtors' books and records. The Debtors shall cooperate in good faith with the Disbursing Agent to comply with the reporting and withholding requirements outlined in the Plan.

E. Rights and Powers of Disbursing Agent.

The Disbursing Agent may (1) effect all actions and execute all agreements, instruments, and other documents necessary to carry out the provisions of this Plan; (2) make all distributions

contemplated hereby; and (3) perform such other duties as may be required of the Disbursing Agent pursuant to this Plan or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

F. Surrender of Instruments.

As of the Effective Date, each Holder of a certificated instrument or note related to the Debtors shall be deemed to have surrendered such instrument or note held by it to the Plan Administrator or its designee, as applicable.

G. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

Subject to applicable Bankruptcy Rules, all distributions to Holders of Allowed Claims shall be made by the Disbursing Agent, who shall transmit such distributions to the applicable Holders of Allowed Claims or their designees.

All distributions to Holders of Term Loan Facility Claims shall be deemed to be made by the applicable Prepetition Agent. Regardless of whether such distributions are made by the Prepetition Agents or the Disbursing Agent, any applicable charging lien shall attach to the property to be distributed to Holders of Term Loan Facility Claims in the same manner as if such distributions were made through the Prepetition Agents.

If any distribution to a holder of an Allowed Claim (1) is returned as undeliverable for lack of a current address or otherwise; or (2) is not cashed or otherwise presented for collection by the holder of the Allowed Claim within ninety (90) calendar days after the mailing of such distribution, the Plan Administrator shall be authorized to cancel such distribution check and file with the Bankruptcy Court and serve on the holder of the Allowed Claim at the name and last known address of the holder of undeliverable distribution or uncashed distribution, as applicable. If, after the passage of thirty (30) calendar days after such Filing, the payment or distribution on the Allowed Claim still cannot be made, then (1) the holder of such Claim shall cease to be entitled to the undeliverable distribution or uncashed distribution, which will revert to the Plan Administrator; and (2) the Allowed Claim of such holder shall be deemed disallowed and expunged for purposes of further distributions under the Plan.

H. Manner of Payment.

Except as specifically provided herein, at the option of the Debtors or the Plan Administrator, as applicable, any Cash payment to be made under this Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors.

I. Foreign Currency Exchange Rate.

As of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal*, on the Petition Date.

J. Minimum Distribution.

No payment of Cash in an amount of less than one hundred U.S. dollars (\$100.00) shall be required to be made on account of any Allowed Claim. Such undistributed amount may instead be used in accordance with the Plan and the Wind-Down Budget. If the Cash available for the final distribution is less than the cost to distribute such funds, the Plan Administrator may donate such funds to the unaffiliated charity of its choice.

K. Allocations.

Except as otherwise provided in this Plan or as otherwise required by law, distributions with respect to an Allowed Claim shall be allocated first to the principal portion of such Allowed Claim (as determined for U.S. federal income tax purposes) and, thereafter, to the remaining portion of such Allowed Claim, if any.

L. Distributions Free and Clear.

Except as otherwise provided in this Plan, any distribution or transfer made under this Plan, including distributions to any Holder of an Allowed Claim, shall be free and clear of any Liens, Claims, encumbrances, charges, and other interests, and no other entity shall have any interest, whether legal, beneficial, or otherwise, in property distributed or transferred pursuant to this Plan.

M. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

If a Holder of a Claim receives a payment or other satisfaction of its Claim other than through the Debtors or Plan Administrator on account of such Claim, such Claim shall be reduced by the amount of such payment or satisfaction without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, and if the Claim was paid or satisfied in full other than through the Debtors or the Plan Administrator, then such Claim shall be disallowed and any recovery in excess of a single recovery in full shall be paid over to the Plan Administrator without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment or satisfaction from a party that is not the Debtors or the Plan Administrator on account of such Claim, such Holder shall, within fourteen (14) calendar days of receipt thereof, repay or return the distribution to the Debtors or the Plan Administrator, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan.

2. Claims Payable by Third Parties.

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' Insurance Policies until the holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the

applicable portion of such Claim may be expunged without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Except as set forth in Article IX herein, nothing in this Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity, including the Plan Administrator or Preserved Actions Administrator, may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

N. No Postpetition Interest on Claims.

Unless otherwise specifically provided for in the Plan, or the Confirmation Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on such Claim.

**ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. Allowance of Claims.

After the Effective Date, the Plan Administrator shall have and retain any and all rights and defenses that the Debtor had with respect to any Claim or Interest immediately prior to the Effective Date.

B. Claims Administration Responsibilities.

Except as otherwise specifically provided in the Plan, after the Effective Date, the Plan Administrator, on behalf of the Debtors, shall have the sole authority to: (1) File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

C. Estimation of Claims and Interests.

Before or after the Effective Date, the Debtors (with the consent of the Required Consenting Term Loan Lenders, such consent not to be unreasonably withheld or delayed) or the Plan Administrator, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and

the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection.

Notwithstanding any provision otherwise herein, a Claim that has been expunged or disallowed from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars (\$0.00) unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the Debtors or the Plan Administrator (as applicable) may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim.

D. Adjustment to Claims or Interests Without Objection.

Any Claim that has been paid, satisfied, or assumed by Purchaser(s) in the Sale Transactions, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Debtors or the Plan Administrator (as applicable) without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. Time to File Objections to Claims.

Except as otherwise provided herein, any objections to Claims shall be Filed on or before the Claims Objection Bar Date, which date may be extended by the Bankruptcy Court upon a motion filed by the Plan Administrator or the Debtors on or before the Claims Objection Bar Date with notice only to those parties entitled to notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 as of the filing of such motion.

F. Disallowance of Claims or Interests.

Except as otherwise expressly set forth herein, all Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Plan Administrator allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (1) the Entity, on the one hand, and the Debtors (with the consent of the Required Consenting Term Loan Lenders, such consent not to be unreasonably withheld or delayed) or the Plan Administrator on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or final order.

G. Disputed Claims Process.

All Claims held by Persons or Entities against whom or which the Debtor has commenced a proceeding asserting a Cause of Action under sections 542, 543, 544, 545, 547, 548, 549, or 550 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 548, 549 or 724(a) of the Bankruptcy Code shall be deemed Disputed Claims pursuant

to section 502(d) of the Bankruptcy Code and holders of such Claims shall not be entitled to vote to accept or reject this Plan. A Claim deemed Disputed pursuant to this Article VII.H. shall continue to be Disputed for all purposes until the relevant proceeding against the Holder of such Claim has been settled or resolved by a Final Order and any sums due to the Debtor or the Plan Administrator from such holder have been paid.

H. Amendments to Claims.

Except as provided herein, on or after the Effective Date, without the prior authorization of the Bankruptcy Court or the Plan Administrator, a Claim may not be Filed or amended and any such new or amended Claim Filed shall be deemed disallowed in full and expunged without any further notice to or action, order, or approval of the Bankruptcy Court.

I. No Distributions Pending Allowance.

If an objection to a Claim, Proof of Claim, or portion thereof is Filed, no payment or distribution provided under the Plan shall be made on account of such Claim, Proof of Claim, or portion thereof unless and until the Disputed Claim becomes an Allowed Claim.

J. Distributions After Allowance.

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the distribution to which such Holder is entitled under the Plan as of the Effective Date, without any interest, dividends, or accruals to be paid on account of such Claim. No interest shall accrue or be paid on any Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Claim.

**ARTICLE VIII.
CONDITIONS PRECEDENT TO THE EFFECTIVE DATE**

A. Conditions Precedent to the Effective Date.

The occurrence of the Effective Date of this Plan is subject to each of the following conditions precedent:

1. The Bankruptcy Court shall have entered an order, in form and substance consistent with the RSA, including the consent rights of the Required Consenting Term Loan Lenders contained in the RSA, approving the Disclosure Statement as containing adequate information with respect to the Plan within the meaning of section 1125 of the Bankruptcy Code.
2. This Plan, the Disclosure Statement and the other Definitive Documents, and all other documents contained in any Plan Supplement, including any exhibits, schedules, amendments, modifications, or supplements thereto or other documents contained therein, shall be in full force and effect and in form and substance consistent with the RSA,

including the consent rights of the Required Consenting Term Loan Lenders contained in the RSA.

3. The RSA shall not have been terminated, and shall remain in full force and effect, and no event or occurrence shall have occurred that, with the passage of time or the giving of notice, would give rise to the right of the Required Consenting Term Loan Lenders to terminate the RSA;
4. The Bankruptcy Court shall have entered the Confirmation Order, in form and substance consistent with the RSA, including the consent rights of the Required Consenting Term Loan Lenders contained in the RSA, which shall have become a Final Order or as to which any stay of the Confirmation Order pursuant to any Bankruptcy Rule is waived by the Bankruptcy Court;
5. Any applicable Sale Transactions shall have closed, and the Debtors shall have received the Sale Proceeds;
6. The Debtors shall have implemented the Restructuring Transactions and all other transactions contemplated in the RSA and the Plan to be implemented on or before the Effective Date, in a manner consistent with the RSA, including the consent rights of the Required Consenting Term Loan Lenders contained in the RSA.
7. The Professional Fee Reserve Account shall have been fully funded pursuant to the terms of this Plan.
8. All reasonable and documented fees and expenses of the Ad Hoc Group Advisors and the Prepetition Agents shall have been paid in full in Cash as provided in the RSA or the Cash Collateral Order, as applicable;
9. The Wind-Down Budget shall not exceed the Wind Down Amount, and the Priority Claims Amount shall not exceed the Priority Claims Amount Cap;
10. The Plan Administrator and Preserved Actions Administrator shall have been appointed in accordance with the terms hereof, and accepted his or her respective appointment, and the Plan and Preserved Actions Administrator Agreement shall have been executed and delivered, in form and substance consistent with the RSA, including the consent rights of the Required Consenting Term Loan Lenders contained in the RSA.
11. All requisite filings with governmental authorities and third parties shall have become effective, and all such governmental authorities and third parties shall have approved or consented to the Restructuring Transaction, to the extent required.
12. All Definitive Documents contemplated hereby to be executed and delivered on or before the Effective Date shall have been executed and delivered in form and substance consistent with the terms of the RSA, including the consent rights of the Required Consenting Term Loan Lenders contained in the RSA;

13. All statutory fees and obligations then due and payable to the U.S. Trustee shall have been paid in full.

B. Waiver of Conditions.

Unless otherwise specifically provided for in this Plan, the conditions set forth in Article VIII.A. may be waived, in whole or in part, in writing by the Debtors and the Required Consenting Term Loan Lenders, without notice to any other parties in interest or the Bankruptcy Court and without a hearing.

**ARTICLE IX.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

A. Final Satisfaction of Claims and Termination of Interests

Pursuant to Bankruptcy Rule 9019 (as provided for in Article IV.A) and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distribution, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims (including intercompany Claims resolved or compromised after the Effective Date by the Debtors), Interests, and Cause of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities, of Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to service performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representation or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the holder of such Claim or Interest has accepted the Plan.

B. Releases by the Debtors.

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is deemed to be conclusively, absolutely, unconditionally, irrevocably, and forever released by each and all of the Debtors and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, as applicable, whether liquidated

or unliquidated, fixed or contingent, known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that the Debtors, their Estates or Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the capital structure, management, ownership, or operation thereof) or their Estates, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the Term Loan Credit Documents, 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 any Debtor and any Released Party, including any of the Debtors' prepetition debt transactions, the distribution of any Cash or other property of the Debtors to any Released Party (to the extent consistent with the terms of this Plan and the Bankruptcy Code), the assertion of rights or remedies against the Debtors by any Released Party, the Debtors' in- or out-of-court restructuring efforts (including in connection with the Exchange Agreement), intercompany transactions, the Restructuring Transactions, the Term Loan Credit Facilities, the Sale Transactions, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, Filing, or consummation of the Disclosure Statement, the Sale Transactions, the Plan (including, for the avoidance of doubt, the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, or the Plan, the Filing of the Chapter 11 Cases, the Cash Collateral Order, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for actual fraud, gross negligence, or willful misconduct as determined by a Final Order. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or after the Effective Date of any party or Entity under the Plan, and Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan. Notwithstanding anything to the contrary in the foregoing, the releases under this Section IX.B only release Claims held by the Debtors or their Estates or Claims that could be asserted by or on behalf of the Debtors or their Estates under applicable law.

For the avoidance of doubt, nothing set forth in this Article IX.B shall be construed as, or deemed to, constitute a release of the Non-Released Parties or the Preserved Actions. Additionally, for the avoidance of doubt, the Released Parties shall not be subject to the Preserved Actions.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in this Article IX.B by the Debtors, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that each release

described in this Article IX.B is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of such Claims; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for a hearing; and (6) a bar to any of the Debtors or their Estates asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

C. Releases by Holders of Claims and Interests.

As of the Effective Date, for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, all Holders of Claims, Interests, or Causes of Action that elect to opt into the releases contained in this Article IX.C, and all other Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released each Debtor and Released Party from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether liquidated or unliquidated, fixed or contingent, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the capital structure, management, ownership, or operation thereof) or their Estates, the purchase, sale, or rescission of the purchase or sale of any security or asset of the Debtors or the Debtor Affiliates, including, for the avoidance of doubt, any sale of any of the CAD Assets, the Term Loan Credit Documents, 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 any Debtor and any Released Party, including of the Debtors' prepetition debt transactions, the distribution of any Cash or other property of the Debtors to any Released Party (to the extent consistent with this Plan and the Bankruptcy Code), the assertion of rights or remedies against the Debtors by any Released Party, the Debtors' in- or out-of-court restructuring efforts (including in connection with the Exchange Agreement), intercompany transactions, the Restructuring Transactions, the Term Loan Credit Facilities, the Sale Transactions, the Chapter 11 Cases, any Non-Debtor Insolvency Proceedings, the formulation, preparation, dissemination, negotiation, Filing, or consummation of the Disclosure Statement, the Sale Transactions, the Plan (including, for the avoidance of doubt, the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, or the Plan, the Filing of the Chapter 11 Cases, the Cash Collateral Order, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other

related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for actual fraud, gross negligence, or willful misconduct as determined by a Final Order; *provided* that any right to enforce the Plan and Confirmation Order is not so released. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or after the Effective Date of any party or Entity under the Plan, and Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in this Article IX.C, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that each release described in this Article IX.C is: (1) in exchange for good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of such Claims; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) an absolute and complete bar to any of the Debtors or their Estates conveying direct or derivative standing to any person or entity to pursue any claim, Cause of Action, or liability against any Released Party, or to assert any Claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

D. Exculpation.

Notwithstanding anything herein to the contrary, the Exculpated Parties shall neither have nor incur, and each Exculpated Party is exculpated from, any liability to any Holder of a Cause of Action, Claim, or Interest related to any act or omission taking place between the Petition Date and the Effective Date in connection with, relating to, or arising out of, the Plan, the Chapter 11 Cases, consummation of the Sale Transactions, the formulation, preparation, dissemination, negotiation, Filing, or consummation of the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the Filing of the Chapter 11 Cases, the commencement of any Non-Debtor Insolvency Proceeding, the consummation of any transactions pursuant to any Non-Debtor Insolvency Proceeding, any transactions arising out of or in connection with the sale of any of the CAD Assets, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan or the distribution of property under the Plan or any other related agreement (whether or not such issuance or distribution occurs following the Effective Date), negotiations regarding or concerning any of the foregoing, the administration of the Plan or property to be distributed hereunder, or any other postpetition act or omission in connection with, relating to, arising out of, or in contemplation of the restructuring of the Debtors, except actions determined by Final Order to have constituted actual fraud, or gross negligence, or willful misconduct, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion 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; *provided* that nothing in this Article IX.D shall operate as a release, waiver, or discharge of any causes of action or liabilities unknown to such Entity as of the Petition Date arising out of gross negligence, willful misconduct, fraud, or criminal acts of any such Exculpated Party as determined by a Final Order.

E. Injunction.

Section 1141(c) of the Bankruptcy Code provides, among other things, that the property dealt with by the Plan is free and clear of all Claims and Interests against the Debtors. Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether liquidated or unliquidated, fixed or contingent, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), that have been released, settled, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind, except to the extent such assertions are used as a defense to claims or Causes of Action by the Debtors arising prior to the Effective Date, against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan. Notwithstanding anything to the contrary herein, the injunction contained in this Article IX.E shall apply to the Non-Released Parties solely in their capacity as Exculpated Parties.

Upon entry of the Confirmation Order, all Holders of claims and interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or reinstatement of such Allowed Claim or Allowed Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article IX.E of the Plan.

F. Setoffs.

Except as otherwise expressly provided for in the Plan, each Debtor, the Plan Administrator, and the Preserved Actions Administrator (as applicable), pursuant to the Bankruptcy Code (including section 552 of the Bankruptcy Code), applicable non-bankruptcy law or as may be agreed to by the Holder of a Claim or an Interest, may set off against any Allowed Claim or Allowed Interest and the distributions to be made pursuant to the Plan on account of such Allowed Claim or Allowed Interest (before any distribution is made on account of such Allowed Claim or Allowed Interest), any claims, rights and Causes of Action of any nature that such Debtor, the Plan Administrator, or the Preserved Actions Administrator, as applicable, may hold against the Holder of such Allowed Claim or Allowed Interest, to the extent such claims, rights or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided*, however, that neither the failure to effect such a setoff nor the allowance of any Claim or Interest pursuant to the Plan shall constitute a waiver or release by such Debtor, the Plan Administrator, or the Preserved Actions Administrator, as applicable, of any such claims, rights and Causes of Action that such Debtor, the Plan Administrator, or the Preserved Actions Administrator, as applicable, may possess against such Holder. In no event shall any Holder of Claims or Interests be entitled to set off any Claim or Interest against any claim, right or Cause of Action of the applicable Debtor, the Plan Administrator, or the Preserved Actions Administrator, as applicable, unless such Holder has Filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date.

G. Release of Liens.

Except as otherwise provided in the Plan, the Plan Supplement, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, immediately following the making of all distributions to be made to an applicable Holder pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to reinstate in accordance with Article III.B.1 hereof, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, compromised, and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert automatically to the applicable Debtor and its successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed, to release any collateral or other property of any Debtor (including any cash collateral and possessory collateral) held by such Holder (or the applicable agents for such Holder), and to take such actions as may be reasonably requested by the

Debtors to evidence the release of such Lien, including the execution, delivery, and Filing or recording of such releases. The presentation or Filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

H. Recoupment.

In no event shall any Holder of Claims or Interests be entitled to recoup any Claim or Interest against any claim, right, or Cause of Action of the Debtors, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date.

ARTICLE X. BINDING NATURE OF PLAN

THIS PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER (I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES, OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

ARTICLE XI. RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors, and this Plan to the fullest extent permitted by law, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including cure amounts pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; and/or (c) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of the Plan;
5. adjudicate, decide or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
6. adjudicate, decide, or resolve any and all matters related to Causes of Action, including any claims that may be brought against, or on behalf of, any Debtor, any director, officer, employee, creditor, member, interest holder, or other Released Party or Exculpated Party of a Debtor in their capacity as such;
7. adjudicate, decide, or resolve any and all matters related to sections 1141 and 1145 of the Bankruptcy Code;
8. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;
9. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;
10. issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with enforcement of the Plan;
11. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
12. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
13. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or the Sale Documents, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
14. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by any holder for amounts not timely repaid;
15. adjudicate any and all disputes arising from or relating to distributions under the Plan;

16. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
17. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;
18. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
19. recover all assets of the Debtors and property of the Debtors' Estates, wherever located;
20. hear and determine any Causes of Action that may be brought by the Preserved Actions Administrator;
21. hear and determine any other rights, claims, or Causes of Action, including the Preserved Actions, held by or accruing to the Debtors, the Plan Administrator, or Preserved Actions Administrator, as applicable, pursuant to the Bankruptcy Code or any applicable state or federal statute or legal theory;
22. enter an order or final decree concluding or closing the Chapter 11 Cases;
23. enforce all orders previously entered by the Bankruptcy Court; and
24. adjudicate all other matters over which the Bankruptcy Court has jurisdiction.

ARTICLE XII.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendment.

This Plan may be amended, modified, or supplemented by the Debtors, in accordance with the terms of the RSA, including any consultation or consent rights of the Required Consenting Term Loan Lenders granted therein, in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code. In addition, after the Confirmation Date, the Debtors, in accordance with the terms of the RSA, including any consultation or consent rights of the Required Consenting Term Loan Lenders granted therein, may remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of this Plan, and any Holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented. Notwithstanding the foregoing, this Plan may not be amended, modified, or supplemented in a manner that is inconsistent with the Settlement Term Sheet.

B. Effect of Confirmation on Modifications.

Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of Plan.

Subject to the terms of the RSA, including any consultation or consent rights of the Required Consenting Term Loan Lenders granted therein, the Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, this Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of the Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or unexpired leases affected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void; and (3) nothing contained in this Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Person, (ii) prejudice in any manner the rights of such Debtor or any other Person, or (iii) constitute an admission of any sort by any Debtor or any other Person.

**ARTICLE XIII.
MISCELLANEOUS PROVISIONS**

A. Immediate Binding Effect.

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of this Plan shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Plan Administrator, the Preserved Actions Administrator, the holders of Claims and Interests, the Released Parties, and each of their respective successors and assigns. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

B. Additional Documents.

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors, the Plan Administrator, or the Preserved Actions Administrator (as applicable) and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may reasonably be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

C. Substantial Consummation.

On the Effective Date, this Plan shall be deemed to be substantially consummated (within the meaning set forth in section 1101 of the Bankruptcy Code) pursuant to section 1127(b) of the Bankruptcy Code.

D. Reservation of Rights.

The Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by the Debtors 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 the Debtors with respect to the Holders of Claims or Interests prior to the Effective Date.

E. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, beneficiaries or guardian, if any, of each Entity.

F. Determination of Tax Liabilities.

As of the Effective Date, the Plan Administrator (to the extent not the responsibility of the Purchaser(s)) will be responsible for preparing and filing any tax forms or returns on behalf of the Debtors' Estates; *provided*, that the Plan Administrator shall not be responsible for preparing or filing any tax forms for Holders of Interests in the Debtors (which Interests shall be cancelled pursuant to this Plan), but shall provide such Holders with any information reasonably required to prepare such forms. The Debtors and the Plan Administrator shall have the right to request an expedited determination of any tax liability pursuant to section 505 of the Bankruptcy Code, including on any unpaid liability of the Debtors' Estates for any tax incurred during the administration of these Chapter 11 Cases.

G. Dissolution of the Committee.

On the Effective Date, any duly appointed Committee will dissolve and the members thereof will be released and discharged from all duties and obligations arising from or related to these Chapter 11 Cases; provided, however, that after the Effective Date, the Committee shall continue to exist and having standing and a right to be heard for the following limited purposes: (i) applications, and any relief related thereto, for payment of Professional Fee Claims and requests for allowance of Administrative Expense Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code, and (ii) any appeals of the Confirmation Order or any such other appeals to which the Committee is a party.

H. Notices.

In order for all notices, requests, and demands to or upon the Debtors, the Plan Administrator, or the Preserved Actions Administrator, as the case may be, to be effective such notices, requests and demands shall be in writing (including by electronic mail) and, unless

otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by email, when received, and served on or delivered to the following parties:

Debtors	Counsel to the Debtors
Casa Systems, Inc. 100 Old River Road Andover, MA 01810 Attention: Timothy Rodenberger, General Counsel	Sidley Austin LLP 787 Seventh Avenue New York, NY 10019 Attention: Stephen Hessler, Patrick Venter, Margaret R. Alden Email: shessler@sidley.com pventer@sidley.com malden@sidley.com Sidley Austin LLP One South Dearborn Chicago, IL 60603 Attention: Ryan Fink Email: ryan.fink@sidley.com Sidley Austin LLP 1999 Avenue of the Stars Los Angeles, California Attention: Julia Philips Roth Email: julia.roth@sidley.com
Counsel to the Ad Hoc Group	
Akin Gump Strauss Hauer & Feld LLP One Bryant Park New York, NY 10036 Attention: Philip Dublin, Kevin Eide, Melanie A. Miller Email: pdublin@akingump.com keide@akingump.com melanie.miller@akingump.com	
Plan Administrator	Counsel to the Plan Administrator
To be included in the Plan Supplement.	To be included in the Plan Supplement.
Preserved Actions Administrator	Counsel to the Preserved Actions Administrator
To be included in the Plan Supplement.	To be included in the Plan Supplement.

After the Effective Date, Persons or Entities that wish to continue to receive documents pursuant to Bankruptcy Rule 2002 must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Plan Administrator is authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities that Filed such renewed requests.

I. Term of Injunctions or Stays.

Except as otherwise provided in this Plan, to the maximum extent permitted by applicable law and subject to the Bankruptcy Court's post-confirmation jurisdiction to modify the injunctions and stays under this Plan (1) all injunctions with respect to or stays against an action against property of the Debtors or the Debtors' Estates arising under or entered during the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, and in existence on the date the Confirmation Order is entered, shall remain in full force and effect until such property is no longer property of the Debtors or the Debtors' Estates; and (2) all other injunctions and stays arising under or entered during the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code shall remain in full force and effect until the earliest of (i) the date that the Chapter 11 Cases are closed pursuant to a final order of the Bankruptcy Court, or (ii) the date that the Chapter 11 Cases are dismissed pursuant to a final order of the Bankruptcy Court. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect indefinitely.

J. Entire Agreement.

On the Effective Date, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

K. Plan Supplement.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. Copies of such exhibits and documents shall be made available upon written request to the Debtors' counsel, the Plan Administrator's counsel, or the Preserved Action Administrator's counsel (as applicable) at the address above or by downloading such exhibits and documents free of charge from the Notice and Claims Agent's website. All documents in the Plan Supplement are considered an integral part of the Plan and shall be deemed approved by the Bankruptcy Court pursuant to the Confirmation Order.

L. Governing Law.

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Delaware, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters.

M. Nonseverability of Plan Provisions.

If any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation.

The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is the following: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the consent of the Debtors, the Plan Administrator, or the Preserved Actions Administrator (as applicable); and (3) nonseverable and mutually dependent.

N. Closing of the Chapter 11 Cases.

After the full administration of the Chapter 11 Cases, the Plan Administrator shall promptly File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022, a motion pursuant to Local Rule 3022-1(a), and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

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Dated: May 16, 2024

Respectfully submitted,

/s/ Edward Durkin

By: Edward Durkin
Chief Financial Officer
Casa Systems, Inc.