UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re: Exactech, Inc., *et al*,[1] Debtors.	Chapter 11 Case No. 24-12441 (LSS) (Jointly Administered) **Ref. Docket No. 1501**

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER (I) APPROVING SUPPLEMENTAL DISCLOSURE AND (II) CONFIRMING THE FIFTH AMENDED JOINT CHAPTER 11 PLAN OF EXACTECH, INC. AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

The above-captioned debtors and debtors in possession (collectively, the "Debtors") having:

a. commenced, on October 29, 2024 (the "Petition Date"), these chapter 11 cases (the "Chapter 11 Cases"), by filing voluntary petitions for relief in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court" or this "Court") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"); and

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

The Debtors, as "proponents of the plan" within the meaning of section 1129 of the Bankruptcy Code, having:

a. filed, on November 12, 2024, the *Debtors' Motion for Entry of an Order Approving (I) Bidding Procedures, the Sale Timeline, and the Form and Manner of Noticing Thereof; (II) the Debtors Entry into and Performance Under the Stalking Horse APA; (III) Assumption and Assignment Procedures; and (IV) Granting Related Relief* [Docket No. 145];

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number are: Osteon Holdings, Inc. (7042); Osteon Intermediate Holdings I, Inc. (7778); Osteon Intermediate Holdings II, Inc. (1292); Exactech, Inc. (3930); and XpandOrtho, Inc. (4250). The Debtors' service address is 2320 NW 66th Court, Gainesville, Florida 32653.

b. filed on April 1, 2025, the *Fourth Amended Disclosure Statement Relating to the Third Amended Joint Chapter 11 Plan of Exactech, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 817] (the "Disclosure Statement");

c. filed on April 3, 2025, the *Third Amended Joint Chapter 11 Plan of Exactech, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 830];

d. obtained, on April 3, 2025, the entry of the *Order (I) Approving the Adequacy of the Disclosure Statement, (II) Scheduling Sale and Confirmation Hearing and Setting Dates and Deadlines with Respect thereto, (III) Approving the Solicitation Packages and Notice Procedures, (IV) Approving the Forms of Ballots and Notices in Connection Therewith, and (V) Granting Related Relief* [Docket No. 829] (the "Disclosure Statement Order");

e. published notice of the Confirmation Hearing as set forth in the *Certificate of Publication* [Docket No. 884];

f. served the Disclosure Statement and related solicitation materials, and provided notice of the Confirmation Hearing and of the deadline for objecting to Plan confirmation, in accordance with the Disclosure Statement Order as set forth in the *Affidavit of Service of Solicitation Materials* [Docket No. 1148];

g. filed, on May 7, 2025, the *Debtors' Motion for Entry of an Order (I) Approving the Sponsor Settlement to the Extent Not Otherwise Approved Pursuant to the Plan and (II) Granting Related Relief*] [Docket No. 1060] (the "9019 Motion");

h. filed, on May 7, 2025, the *Plan Supplement for the Third Amended Joint Chapter 11 Plan of Exactech, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1061] (the "First Plan Supplement");

i. served the First Plan Supplement on the parties entitled to such notice in accordance with the Disclosure Statement Order [Docket No. 1132];

j. filed, on May 22, 2025, the *Fourth Amended Joint Chapter 11 Plan of Exactech, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1225] (together with all exhibits, schedules and attachments thereto, the "Prior Plan");

k. filed, on May 23, 2025, the *Notice of Amendment to Plan Supplement* [Docket No. 1237] (the "Plan Supplement Amendment");

l. filed, on May 23, 2025, the *Debtors' (I) Memorandum of Law in Support of Confirmation of Fourth Amended Joint Chapter 11 Plan of Exactech, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code and (II) Omnibus Reply to Plan Confirmation Objections* [Docket No. 1234] (the "Confirmation Brief");

m. obtained, on May 28, 2025, an adjournment of the hearing on the confirmation of the Prior Plan to engage with the Unsecured Creditors' Committee to determine whether the Debtors and the Unsecured Creditors' Committee could reach agreement on a modified, consensual version of the Prior Plan;

n. withdrew, on July 22, 2025, the 9019 Motion;

o. filed, on July 22, 2025, the *Fifth Amended Joint Chapter 11 Plan of Exactech, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1490];

p. filed, on July 22, 2025, the *Plan Supplement for the Fifth Amended Joint Chapter 11 Plan of Exactech, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1492] (as amended on August 26, 2025 [Docket No. 1575] and September 14, 2025 [Docket No. 1629], the "Plan Supplement"), which amended and superseded the First Plan Supplement and the Plan Supplement Amendment. The term "Plan Supplement" as used in this Order shall refer to the documents included in the Plan Supplement filed at Docket No. 1492, as amended by Docket No. 1575 and Docket No. 1629;

q. filed, on July 22, 2025, the *Notice of Further Revised Proposed Order (I) Authorizing the Sale of the Debtors Assets Free and Clear of All Liens, Claims, Interests, and Other Encumbrances, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [Docket No. 1493];

r. filed, on July 24, 2025, the *Fifth Amended Joint Chapter 11 Plan of Exactech, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1501] (together with all exhibits, schedules and attachments thereto, the "Plan"),[2] which is attached hereto as **Exhibit A**;

s. filed, on July 28, 2025, the *Certification of Counsel Regarding Further Revised Proposed Order (I) Approving Supplemental Disclosure, (II) Amending and Scheduling Certain Supplemental Dates and Deadlines in Connection with Confirmation of the Debtors' Fifth Amended Plan, and (III) Approving a Limited Supplemental Voting Deadline for Holders of Claims in the Voting Classes* [Docket No. 1512] (the "Supplemental Disclosure");

t. obtained, on July 28, 2025, the entry of the *Order (I) Conditionally Approving Supplemental Disclosure, (II) Amending and Scheduling Certain Supplemental Dates and Deadlines in Connection with Confirmation of the Debtors' Fifth Amended Plan, and (III) Approving a Limited Supplemental Voting Deadline for*

[2] Capitalized terms used in this order (this "Order") but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan or as the context otherwise requires.

Holders of Claims in the Voting Classes [Docket No. 1513] (the "Supplemental Disclosure Order");

u. served the Supplemental Disclosure, and provided notice of the Confirmation Hearing and the deadline for objecting to confirmation of the Plan, in accordance with the Supplemental Disclosure Order as set forth in the *Affidavit of Service of Solicitation Materials* [Docket No. 1560];

v. filed, on August 21, 2025, the *Certification of Counsel Regarding Order Approving Supplemental Notice of Plan Confirmation Hearing and Sale of Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances on September 15, 2025 at 10:00 a.m. (ET)* [Docket No. 1561] (the "Additional Supplemental Disclosure");

w. obtained, on August 22, 2025, the entry of the *Order Authorizing Supplemental Notice of Plan Confirmation Hearing and Sale of Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances on September 15, 2025 at 10:00 a.m.* [Docket No. 1566] (the "Additional Supplemental Disclosure Order");

x. served and published the Additional Supplemental Disclosure, and provided notice of the Confirmation Hearing and the deadline for objecting to confirmation of the Plan, in accordance with the Additional Supplemental Disclosure Order as set forth in the *Affidavit of Service of Solicitation Materials* [Docket No. 1602 & 1614];

y. served the Plan Supplement on the parties entitled to such notice in accordance with the Disclosure Statement Order and the Supplemental Disclosure Order as set forth in the *Affidavit of Service of Solicitation Materials* [Docket Nos. 1523 & 1595]; and

z. filed the *Superseding Declaration of Stanislav Kesler of Kroll Restructuring Administration LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Fifth Amended Joint Chapter 11 Plan of Exactech, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* on September 11, 2025 [Docket No. 1608 (sealed); Docket No. 1609 (redacted)] (the "Voting Report").

The Bankruptcy Court having:

a. entered the *Order Approving (I) Bidding Procedures, the Sale Timeline, and the Form and Manner of Notice Thereof; (II) the Debtors Entry Into and Performance Under the Stalking Horse APA; (III) Assumption and Assignment Procedures; and (IV) Granting Related Relief* [Docket No. 321];

b. entered the Disclosure Statement Order approving the Disclosure Statement as containing adequate information under section 1125 of the Bankruptcy Code;

c. entered the Supplemental Disclosure Order conditionally approving the Supplemental Disclosure as containing adequate information under section 1125 of the Bankruptcy Code;

d. entered the Additional Supplemental Disclosure Order;

e. set September 2, 2025, at 4:00 P.M. (prevailing Eastern Time), as the deadline for filing objections to confirmation of the Plan;

f. set September 2, 2025, at 4:00 P.M. (prevailing Eastern Time), as the deadline for voting on the Plan;

g. set September 15, 2025, at 10:00 a.m. (prevailing Eastern Time) as the date and time for a hearing on the confirmation of the Plan (the "Confirmation Hearing"), pursuant to Bankruptcy Rules 3017 and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code;

h. reviewed the Plan, the Disclosure Statement, the Supplemental Disclosure, the Additional Supplemental Disclosure, the Plan Supplement, the Confirmation Declarations, the Voting Report, the Confirmation Hearing Notice, the Certificates of Service, the Certificate of Publication, and all filed pleadings, exhibits, statements, and comments regarding Confirmation, including all objections, statements, and reservations of rights filed by parties in interest on the docket of the Chapter 11 Cases;

i. held the Confirmation Hearing;

j. heard and considered the statements and arguments made by counsel, including counsel for the Debtors, the Office of the United States Trustee for the District of Delaware ("U.S. Trustee"), and other parties in interest, in respect of Confirmation;

k. considered all testimony presented and evidence admitted at the Confirmation Hearing, as applicable; and

l. overruled any and all objections to the Plan and Confirmation, including all statements and reservations of rights not consensually resolved, agreed to, or withdrawn, unless otherwise indicated.

NOW, **THEREFORE**, the Bankruptcy Court having found that notice of the Confirmation Hearing and the opportunity for any party in interest to object to Confirmation have been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and that the legal and factual bases set forth in the documents filed in support of Confirmation and other evidence presented at the Confirmation Hearing and the record of the Chapter 11 Cases establish just cause for the relief granted herein, and after due deliberation thereon and good cause appearing therefor, the Bankruptcy Court makes and issues the following findings of fact and conclusions of law, and orders:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings of Fact and Conclusions of Law

1. The findings and conclusions set forth herein and in the record of the Confirmation Hearing constitute this Bankruptcy Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Rules 7052 and 9014 of the Bankruptcy Rules. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction and Venue

2. The Court has jurisdiction over the Chapter 11 Cases and confirmation of the Plan, pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012. Confirmation of the Plan is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(L). Venue in the Bankruptcy Court is proper under 28 U.S.C. §§ 1408 and 1409. Pursuant to Local Rule 9013(f), the Debtors consent to the entry of a final order by this Court in accordance with the terms set forth herein to the extent it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

C. Burden of Proof

3. Based on the record of the Chapter 11 Cases, including the evidence adduced at the Confirmation Hearing, the Debtors have met their burden of proving each of the applicable elements of section 1129 of the Bankruptcy Code, including all other sections of the Bankruptcy

Code referenced therein, by a preponderance of the evidence and otherwise satisfied all of the requirements for confirmation of the Plan.

D. Notice of the Confirmation Hearing

4. Notice of the Confirmation Hearing was appropriate and satisfactory and is approved in all respects.

E. Plan Supplement

5. The Plan Supplement complies and is consistent with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents were good and proper and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Disclosure Statement Order, the Supplemental Disclosure Order, the Additional Supplemental Disclosure Order, and the facts and circumstances of the Chapter 11 Cases. No other or further notice is or will be required with respect to the Plan Supplement.

6. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into, the Plan. Subject to the terms of the Plan, the Debtors reserve the right to alter, amend, update, or modify the Plan Supplement before the Effective Date subject to compliance with the Bankruptcy Code and the Bankruptcy Rules; *provided* that, no such alteration, amendment, update, or modification shall be inconsistent with the terms of this Confirmation Order or the terms of the Plan.

F. Solicitation

7. Votes for acceptance and rejection of the Plan were solicited in good faith and in compliance with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, all other applicable provisions of the Bankruptcy Code and all other applicable rules, laws, and regulations. The Disclosure Statement, the Supplemental Disclosure, the Additional Supplemental Disclosure, the Plan, the Confirmation Hearing Notice, the Ballots, and other

materials constituting the solicitation materials approved by this Bankruptcy Court in the Disclosure Statement Order, the Supplemental Disclosure Order, and the Additional Supplemental Disclosure Order were transmitted to and served on all Holders of Claims in the Classes entitled to vote on the Plan, and the solicitation materials (not including Ballots) were also provided to the other key parties in interest in the Chapter 11 Cases, in compliance with section 1125 of the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order.

8. The Confirmation Hearing Notice and Notice of Non-Voting Status were provided to Holders or potential Holders of Claims and Interests in Classes not entitled to vote on the Plan. Such transmittal and service were adequate and sufficient, and no other or further notice is or shall be required. All procedures used to distribute the solicitation materials and other notices and documents described in the Disclosure Statement Order, the Supplemental Disclosure Order, and the Additional Supplemental Disclosure Order were conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations.

9. Each of the Debtors has acted fairly, in "good faith" within the meaning of section 1125(e) of the Bankruptcy Code, and in a manner consistent with the Disclosure Statement Order, the Supplemental Disclosure Order, and the Additional Supplemental Disclosure Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, and all other applicable rules, laws, and regulations in connection with all their respective activities relating to support the confirmation of the Plan.

10. The solicitation of votes on the Plan complied with the Solicitation Procedures, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases and complies with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, the Supplemental Disclosure Order, the Additional Supplemental Disclosure

Order and applicable non-bankruptcy law. Based on the record before the Bankruptcy Court, including the Voting Report, the Certificate of Solicitation, and the Certificate of Publication, the Debtors have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and not by any means forbidden by law.

G. Voting Report

11. As evidenced by the Voting Report, votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement, the Supplemental Disclosure, the Additional Supplemental Disclosure, the Disclosure Statement Order, the Supplemental Disclosure Order, the Additional Supplemental Disclosure Order and any applicable law, rule, or regulation.

12. As set forth in the Plan, Holders of Claims in Classes 3, 4A and 4B at each applicable Debtor were eligible to vote on the Plan in accordance with the Solicitation Procedures. Holders of Claims in Classes 1 and 2 at each Debtor are Unimpaired and conclusively presumed to accept the Plan and, therefore, did not vote to accept or reject the Plan. Holders of Claims and Interests in Classes 5, 6, 7, and 8, as applicable, at each applicable Debtor are Impaired under the Plan, are entitled to no recovery under the Plan, and are therefore deemed to have rejected the Plan.

13. As evidenced by the Voting Report, at least one Impaired Class of Claims at each Debtor has voted to accept the Plan (excluding the acceptance by any insiders of the Debtors) in accordance with the requirements of sections 1124 and 1126 of the Bankruptcy Code.

H. Bankruptcy Rule 3016

14. The Plan is dated and identifies the Debtors as submitting it, thereby satisfying Bankruptcy Rule 3016(a). The Debtors appropriately filed the Disclosure Statement, the

Supplemental Disclosure, the Additional Supplemental Disclosure, and the Plan with the Bankruptcy Court, thereby satisfying Bankruptcy Rule 3016(b).

I. Modification of the Plan

15. The modifications made to the Plan since the commencement of solicitation of votes thereon (as set forth in the Supplemental Disclosure Order), including (i) as set forth in the Supplemental Disclosure and the Plan, (ii) the modifications set forth in the preceding paragraphs and, (iii) to the extent the terms of this Confirmation Order may be construed to constitute modifications to the Plan, including such terms (collectively, the "Plan Modifications"), do not individually or in the aggregate materially or adversely affect or change the treatment of any Claim against or Interest in any Debtor. Accordingly, pursuant to Bankruptcy Rule 3019, the Plan Modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the solicitation of acceptances or rejections under section 1126 of the Bankruptcy Code. All references to the "Plan" in this Confirmation Order shall be to the *Fifth Amended Joint Chapter 11 Plan of Exactech, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 1501].

J. Section 1129(a)(1)—Compliance of the Plan with Applicable Provisions of the Bankruptcy Code

1. Sections 1122 and 1123(a)(1)—Proper Classification

16. The classification of Claims and Interests under the Plan is proper and satisfies the requirements of the Bankruptcy Code. Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Claims, Professional Fee Claims, DIP Claims, and Priority Tax Claims, which

are addressed in Article II of the Plan and which have not been classified in accordance with section 1123(a)(1) of the Bankruptcy Code).

17. Valid factual and legal reasons exist for the separate classification of the various Classes of Claims and Interests created under the Plan, the classifications were not done for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among Holders of Claims or Interests. As required by section 1122(a) of the Bankruptcy Code, each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class.

2. <u>Section 1123(a)(1)–(4)—Compliance</u>

18. In accordance with section 1123(a) of the Bankruptcy Code, the Bankruptcy Court finds and concludes that the Plan: (a) designates Classes of Claims and Interests, other than Claims of a kind specified in sections 507(a)(2) and 507(a)(8) of the Bankruptcy Code; (b) specifies Classes of Claims and Interests that are not Impaired under the Plan; (c) specifies the treatment of Classes of Claims and Interests that are Impaired under the Plan; (d) provides the same treatment for each Claim or Interest of a particular Class, unless the Holder of a particular Claim or Interest agrees to less favorable treatment of such Claim or Interest; and (e) contains procedures for resolving certain contingent, unliquidated, and disputed Claims and Interests. Therefore, the Plan satisfies the requirements of section 1123(a)(1)–(4) of the Bankruptcy Code.

3. <u>Section 1123(a)(5)—Means of Implementation</u>

19. Articles IV–VIII of the Plan as well as various other provisions of the Plan, provide adequate and proper means for the Plan's implementation, as described in this and subsequent sections of this Confirmation Order. Those provisions relate to, among other things: (a) the sources of consideration for Plan distributions; (b) the Releases by the Debtors, their Estates, and

the Trusts; (c) the creation, management, and authority of the Trusts; (e) the cancellation of Interests; (e) the payment of certain fees and expenses; (f) the authority to undertake actions necessary to effectuate the Plan, the actions set forth in the Restructuring Transactions Memorandum, and the Trust Agreements; (g) the rejection, assumption, or assumption and assignment of Executory Contracts and Unexpired Leases; and (h) the establishment of certain escrows and reserves to secure the payment of certain claims. The Plan complies with section 1123(a)(5) of the Bankruptcy Code.

4. Section 1123(a)(5) & (a)(7)—
<u>Post-Effective Date Debtor and the Trusts</u>

20. The Debtors disclosed the identity and material terms of engagement for the Trustees in the Plan Supplement. The Debtors and the Trustees, as appropriate, are each authorized to enter into and perform under the Trust Agreements, as set forth in the Plan.

a. Trustees

21. In accordance with the Plan and the Trust Documents, the Unsecured Creditors' Committee has selected Ellen K. Reisman to serve as the Settlement Trustee. On the Effective Date, Ellen K. Reisman, without the need for further action or approval, shall be appointed as the Settlement Trustee pursuant to the terms of the Settlement Trust Agreement filed with the Bankruptcy Court. In accordance with the Plan and the Trust Documents, the Unsecured Creditors' Committee has selected Alan D. Halperin to serve as the Commercial GUC Trustee and the Wind-Down Officer. On the Effective Date, Alan D. Halperin, without the need for further action or approval, shall be appointed as the Commercial GUC Trustee and the Wind-Down Officer pursuant to the terms of Commercial GUC Trust Agreement filed with the Bankruptcy Court.

b. Settlement Trust

22. The Settlement Trust shall be established to administer, process, settle, resolve, liquidate, satisfy, and pay all Allowed PI/WD Claims. The Settlement Trust shall be funded with the Settlement Trust Assets as provided in the Plan. Except as otherwise provided in the Plan or the Plan Supplement, or in any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, the Settlement Trust Assets shall automatically vest in the Settlement Trust free and clear of all Liens, Claims, interests, charges, or other Encumbrances.

23. The Settlement Trust is intended to qualify as a "qualified settlement fund" within the meaning of the Treasury Regulations issued under Section 468B of the Internal Revenue Code and, to the extent permitted under applicable law, for state and local income tax purposes. All Settlement Trust Assets contributed to the Settlement Trust under the Plan shall be deemed to be contributed by the Debtors' Estates.

24. On the Effective Date or as otherwise provided herein, and without further action of any Person, the Settlement Trust shall assume the liabilities, obligations, and responsibilities of the Debtors for all PI/WD Claims as set forth in the Plan.

25. The Settlement Trust shall have control over the Settlement Trust Causes of Action and the Insurance Actions, and the Settlement Trust shall thereby be the estate representative pursuant to sections 1123(a)(5), (a)(7), and (b)(3)(B) of the Bankruptcy Code with the right to enforce each of the Settlement Trust Causes of Action and the Insurance Actions, and the proceeds of the recoveries on any of the Settlement Trust Causes of Action or the Insurance Actions shall be deposited in and become the property of the Settlement Trust, and the Settlement Trust shall have the right to enforce the Plan and any of the other Plan Documents according to their respective terms, including the right to receive the Settlement Trust Assets as provided in the Plan. The

Settlement Trust shall have the ability and authority to dispose of the Settlement Trust Assets and use the proceeds thereof to make distributions to the Holders of PI/WD Claims in accordance with the Settlement Trust Documents.

26. In addition to all powers enumerated in the Settlement Trust Agreement, in the Plan, and in this Confirmation Order, from and after the Effective Date, the Settlement Trust shall succeed to all the rights of the Debtors and their Estates with respect to the Settlement Trust Causes of Action. The Settlement Trust shall have the exclusive power and authority to, among other things, in accordance with the Trust Documents: (a) hold, manage, protect and monetize Settlement Trust Assets; (b) solely in its capacity as a disbursing agent, make such transfers to the Commercial GUC Trust as required so that the Commercial GUC Trust receives the Commercial GUC Trust Pro Rata Share; (c) commence, prosecute, and settle all Settlement Trust Causes of Action and Insurance Actions; and (d) perform all actions and execute all agreements, instruments and other documents necessary to effectuate the purpose of the Settlement Trust and carry out the provisions of the Plan relating to the Settlement Trust. The Settlement Trust may succeed to all of the rights and powers of the Debtors and their Estate with respect to all Settlement Trust Causes of Action and Insurance Actions, and the Settlement Trust may be substituted and may replace the Debtors, their Estate, and the Unsecured Creditors' Committee in all Settlement Trust Causes of Action and Insurance Actions, whether or not such Causes of Action are pending in filed litigation.

27. For the avoidance of doubt, as set forth in Section 2.1(c)(iii) of the Settlement Trust Agreement, the Settlement Trustee shall have the power to borrow funds or obtain financing from third parties sufficient to commence, prosecute, and settle the Settlement Trust Causes of Action and Insurance Actions and enter into related pledge and security agreements and other loan documents.

28. There shall be established a Trust Advisory Committee (the "TAC") for the Settlement Trust. The TAC shall consist of eleven (11) members. The initial members of the TAC are: Ellen Relkin, N. Kirkland Pope; Rayna E. Kessler; Jason S. Goldstein; Kevin M. Fitzgerald; C. Calvin Warriner, Joseph H. Saunders; David Harman; David Landever; Ashleigh Raso; and George Williamson. Each member of the TAC shall serve in accordance with the terms of the Settlement Trust Agreement.

29. On the Effective Date, any attorney-client privilege, work-product privilege, common-interest communications with Insurance Companies, protection or privilege granted by joint defense, common interest, and/or other privilege or immunity of the Debtor relating, in whole or in part, to the PI/WD Claims, the Settlement Trust Assets (including the Settlement Trust Causes of Action), or the Insurance Actions shall be irrevocably transferred to and vested in the Settlement Trust. The Settlement Trust shall have the same rights as the Debtors in Privileged Information relating to the PI/WD Claims, and the Settlement Trust Assets (including the Settlement Trust Causes of Action). The Settlement Trust's rights in the Privileged Information will remain subject to the rights of third parties under applicable law, including any rights arising from the common interest doctrine, the joint defense doctrine, joint attorney-client representation, or any agreement. Without limiting the foregoing, prior to taking any action that could affect any privilege in which a third party may have rights, the Settlement Trust shall provide such third parties with reasonable written notice.

30. After the Effective Date, pursuant to section 1124(b) of the Bankruptcy Code, the Settlement Trustee shall be the "administrator" of the Settlement Trust as such term is used in Treasury Regulation Section 1.468B-2(k)(3) and shall be responsible for filing all tax returns of the Settlement Trust. The Settlement Trust shall be responsible for the payment of any taxes

imposed on the Settlement Trust or the Settlement Trust Assets, including estimated and annual U.S. federal income taxes in accordance with the terms of the Settlement Trust Agreement. The Settlement Trustee may request an expedited determination of taxes on the Settlement Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Settlement Trust for all taxable periods through the dissolution of the Settlement Trust.

c. The Commercial GUC Trust

31. The Commercial GUC Trust shall be established to administer, process, settle, resolve, liquidate, satisfy, and pay all Allowed Commercial GUC Claims. The Commercial GUC Trust shall be funded with the Commercial GUC Trust Assets. Except as otherwise provided in the Plan or the Plan Supplement, or in any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, Commercial GUC Trust Assets shall automatically vest in the Commercial GUC Trust free and clear of all Liens, Claims, interests, charges, or other Encumbrances.

32. The Commercial GUC Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treasury Regulations Section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, and thus, as a "grantor trust" within the meaning of Sections 671 through 679 of the Internal Revenue Code.

33. On the Effective Date or as otherwise provided herein, and without further action of any Person, the Commercial GUC Trust shall assume the liabilities, obligations, and responsibilities of the Debtors for all Commercial GUC Claims as set forth in the Plan.

34. The Commercial GUC Trust shall have control over the Commercial GUC Trust Causes of Action, and the Commercial GUC Trust shall thereby be the estate representative pursuant to sections 1123(a)(5), (a)(7), and (b)(3)(B) of the Bankruptcy Code with the right to

enforce each of the Commercial GUC Trust Causes of Action, and the proceeds of the recoveries on any of the Commercial GUC Trust Causes of Action shall be deposited in and become the property of the Commercial GUC Trust, and the Commercial GUC Trust shall have the right to enforce the Plan and any of the other Plan Documents according to their respective terms, including the right to receive the Commercial GUC Trust Assets as provided in the Plan. The Commercial GUC Trust shall have the ability and authority to dispose of the Commercial GUC Trust Assets and use the proceeds thereof to make distributions to the Holders of Commercial GUC Claims in accordance with the Commercial GUC Trust Documents.

35. On the Effective Date, the Commercial GUC Trust will be formed pursuant to the Commercial GUC Trust Agreement to receive and liquidate the Commercial GUC Trust Assets. In addition, the Commercial GUC Trust shall serve as a successor to the Debtor pursuant to sections 1123(a)(5), (a)(7), and (b)(3)(B) of the Bankruptcy Code to: (a) hold, manage, protect and monetize Commercial GUC Trust Assets; (b) commence, prosecute, and settle all Commercial GUC Trust Causes of Action; and (c) perform all actions and execute all agreements, instruments and other documents necessary to effectuate the purpose of the Commercial GUC Trust and carry out the provisions of the Plan relating to the Commercial GUC Trust.

36. On the Effective Date, any attorney-client privilege, work-product privilege, common-interest communications with Insurance Companies, protection or privilege granted by joint defense, common interest, and/or other privilege or immunity of the Debtor relating, in whole or in part, to the Commercial GUC Claims or the Commercial GUC Trust Assets (including the Commercial GUC Trust Causes of Action) shall be irrevocably transferred to and vested in the Commercial GUC Trust and the Settlement Trust. The Trusts shall have the same rights as the Debtors in Privileged Information relating to the General Unsecured Claims and the Trust Assets.

The Commercial GUC Trust's rights in the Privileged Information will remain subject to the rights of third parties under applicable law, including any rights arising from the common interest doctrine, the joint defense doctrine, joint attorney-client representation, or any agreement. Without limiting the foregoing, prior to taking any action that could affect any privilege in which a third party may have rights, the Commercial GUC Trust shall provide such third parties with reasonable written notice.

d. Wind-Down Officer

37. The Wind-Down Officer shall act for the Debtors in the same fiduciary capacity as applicable to a board of directors or managers and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, articles of incorporation or by-laws, and related documents, as applicable, are deemed amended pursuant to the Plan to permit and authorize the same). From and after the Effective Date, the Wind-Down Officer shall be a representative of and shall act for the Post-Effective Date Debtors and their Estates, including as sole director or manager and sole officer.

38. On the Effective Date, the authority, power, and incumbency of the persons acting as managers, directors, and officers of each Debtor shall be deemed to have resigned and the Wind-Down Officer shall be appointed as the sole manager, director, and officer of the Post-Effective Date Debtors and shall succeed to the powers of the Debtor's managers, directors, and officers. From and after the Effective Date, the Wind-Down Officer shall be the sole representative of, and shall act for, each Post-Effective Date Debtor. The Post-Effective Date Debtors or the Wind-Down Officer, as applicable, may be deemed to be substituted in lieu of the Debtors as the proper party in interest in all matters, including (a) motions, contested matters, and adversary proceedings

pending in the Bankruptcy Court, and (b) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court.

39. On and after the Effective Date, the Wind-Down Officer will be authorized to implement the Plan, and, subject to Article IV.EE of the Plan, the Wind-Down Officer shall have the power and authority to take any reasonable action necessary to implement the Wind-Down. On and after the Effective Date, the Wind-Down Officer shall cause the Post-Effective Date Debtors to comply with, and abide by, the terms of the Plan, and take such other reasonable actions as the Wind-Down Officer may determine to be necessary or desirable to carry out the purposes of the Plan. Except to the extent necessary to carry out the purposes of the Plan or complete the Wind-Down, from and after the Effective Date, the Post-Effective Date Debtors (a) for all purposes, subject to applicable state law, may 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 may not be required to file any document, pay any sum, or take any other action to effectuate such withdrawal and (b) shall be deemed to have cancelled pursuant to this Plan all Prepetition Equity Interests. No Debtor, Post-Effective Date Debtor or Trust shall be relieved of any duty under applicable law to file any post-confirmation report or pay any U.S. Trustee Fees.

40. After the Effective Date, the Wind-Down Officer shall complete and file all final or otherwise required federal, state, provincial, and local tax returns for each of the Post-Effective Date Debtors.

41. The manner of selection of the Trustees and the Trusts and the Wind-Down Officer is consistent with the interests of creditors and other stakeholders, as well as with public policy. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.

5. Section 1123(a)(6)—Prohibition Against the Issuance of Nonvoting Securities and Adequate Provisions for Voting Power of Classes of Securities

42. Section 1123(a)(6) of the Bankruptcy Code is not applicable because the Plan contemplates: (a) the merger or dissolution of the Debtors' corporate existences as soon as practicable after the Effective Date; (b) no issuance of nonvoting equity securities of the Debtors; and (c) no distributions to classes of securities possessing voting power.

6. Section 1123(b)—Discretionary Contents of the Plan

43. The Plan contains various provisions that may be construed as discretionary but are not required for confirmation under the Bankruptcy Code. As set forth below, such discretionary provisions comply with section 1123(b) of the Bankruptcy Code and are not inconsistent in any way with the applicable provisions of the Bankruptcy Code. As a result, the requirements of section 1123(b) of the Bankruptcy Code have been satisfied.

a. Section 1123(b)(1)-(2)—Claims and Interests; Executory Contracts and Unexpired Leases

44. Pursuant to sections 1123(b)(1) and 1123(b)(2) of the Bankruptcy Code, respectively, Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims and Interests, and Article V of the Plan provides for the assumption or rejection of the Executory Contracts and Unexpired Leases of the Debtor to the extent not previously assumed or rejected pursuant to section 365 of the Bankruptcy Code or otherwise provided under the Plan.

b. Section 1123(b)(3)—Releases, Exculpation, Injunctions, and Preservation of Claims Provisions

45. **Estate Release**. The release of Claims and Causes of Action by the Debtors, their Estates, and the Trusts as described in Article VIII.A of the Plan and the injunction set forth in Article VIII.E of the Plan (the "Estate Release"), is approved. The Estate Release, which includes by reference each of the related provisions and definitions contained in the Plan, is: (a) within the

jurisdiction of the Bankruptcy Court pursuant to 28 U.S.C. § 1334; (b) in exchange for the good and valuable consideration; (c) in the best interests of the Debtors and their Estates; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) appropriately tailored under the facts and circumstances of the Chapter 11 Cases. The Estate Release appropriately does not relieve any party of liability for an act or omission to the extent such act or omission is determined by Final Order to constitute fraud, willful misconduct, or gross negligence.

46. **Releases by Releasing Parties**. The release of claims and Causes of Action by the Releasing Parties as described in Article VIII.B of the Plan and the injunction set forth in Article VIII.E of the Plan (the "Third-Party Release"), is approved. The Third-Party Release, which includes by reference each of the related provisions and definitions contained in the Plan, is: (a) within the jurisdiction of the Bankruptcy Court pursuant to 28 U.S.C. § 1334; (b) being given consensually by the Releasing Parties; and (c) given and made after due notice and opportunity for hearing.

47. The Ballots sent to all Holders of Claims entitled to vote on the Plan unambiguously provided in bold letters that the Plan contains the Thirty-Party Release, and that such Holders of Claims will be deemed to grant such Third-Party Release only if they affirmatively elected to opt-in to such Third-Party Release by checking the appropriate box on their Ballots. The Third-Party Release appropriately does not relieve any party of liability for an act or omission to the extent such act or omission is determined by Final Order to constitute fraud, willful misconduct, or gross negligence.

48. **Release of Liens**. The release of Liens described in Article VIII.C of the Plan is an essential and critical provision of the Plan and formed an integral part of the agreement embodied in the Plan among all parties in interest.

49. **Exculpation**. The definition of "Exculpated Parties" included in the Plan is amended as follows: "Exculpated Parties" means, collectively, and, in each case, solely in their respective capacities as such and solely to the extent they served in such capacity between the Petition Date and the Effective Date: (a) the Debtors; (b) the Estate Professionals; (d) the Debtors' directors and officers; (e) the Mediator; and (f) the Unsecured Creditors' Committee and its members, solely in their capacity as members of the Unsecured Creditors' Committee. The exculpation provision contained in Article VIII.D of the Plan and the injunction set forth in Article VIII.E of the Plan, as modified herein, are appropriately tailored to the facts and circumstances of the Chapter 11 Cases. The Exculpation appropriately affords protection to the Exculpated Parties who constructively participated in and contributed to the Debtors' restructuring consistent with their duties under the Bankruptcy Code. The Exculpation is reasonable in scope, as it does not relieve any party of liability for an act or omission to the extent such act or omission is determined by Final Order to constitute fraud, willful misconduct, or gross negligence.

50. **Channeling Injunction**. The Channeling Injunction set forth in Article VIII.F of the Plan, and governed by other provisions of the Plan, is narrowly tailored and necessary to implement the terms of the Plan. The Channeling Injunction and each of the related provisions set forth in the Plan: (a) within the jurisdiction of the Bankruptcy Court pursuant to 28 U.S.C. § 1334; (b) are an essential means of implementing the Plan pursuant to section 1123(a)(6) of the Bankruptcy Code; (c) are an integral element of the transactions incorporated into the Plan; (d) are important to the overall objectives of the Plan to finally resolve the General Unsecured Claims;

and (f) are consistent with sections 105, 1123, and 1129 of the Bankruptcy Code, and other applicable provisions in the Bankruptcy Code.

51. **Preservation of Retained Causes of Action**. On and after the Effective Date, the Settlement Trustee shall have sole and exclusive discretion to pursue and dispose of the Settlement Trust Causes of Action, the Commercial GUC Trustee shall have sole and exclusive discretion to pursue and dispose of the Commercial GUC Trust Causes of Action, and the Wind-Down Officer shall have sole and exclusive discretion to pursue the Wind-Down Retained Causes of Action. Under the Plan, the Retained Causes of Action will not be settled or compromised pursuant to a settlement between the Debtors and TPG (as contemplated by the 9019 Motion and the Prior Plan). The Retained Causes of Action are not Acquired Assets and will not be purchased by the Winning Bidder.

52. No Person or Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, the Disclosure Statement, the Supplemental Disclosure, or the Additional Supplemental Disclosure to any Cause of Action against it as any indication that the Trustees or the Wind-Down Officer, as applicable, will not pursue any and all available Causes of Action. Unless and until any such Causes of Action against any Person or Entity are expressly waived, relinquished, exculpated, released, compromised, or assigned, or otherwise transferred to Stalking Horse Purchaser in accordance with the Sale Transaction Documents, or settled under the Plan or a Final Order, the Trustees and Wind-Down Officer, as applicable, expressly reserve all such Causes of Action for later adjudication.

53. The allowance of the Prepetition Sidecar Claims under the Plan shall not constitute an adjudication or determination of any facts or legal theories relevant to, bar under any preclusion doctrine (including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim

preclusion, estoppel (judicial, equitable, or otherwise)), provide a defense to, or otherwise impair in any respect, any Retained Causes of Action against the Prepetition Sidecar Lenders, all of which Retained Causes of Action are expressly preserved, *provided*, *however*, that the allowance of the Prepetition Sidecar Claims under and subject to Article III.B.3 of the Plan shall moot the Prepetition Sidecar Objection to the extent that it seeks to recharacterize as equity and/or Disallow the Prepetition Sidecar Claims.

54. Article IV.A.1 of the Plan appropriately provides the assumption, assignment, or other transfer to the Stalking Horse Purchaser of any and all agreements between the Debtors and JointMedica Limited and JointMedica Holdings, including the Distribution Agreement, shall not constitute an adjudication or determination of any facts or legal theories relevant to, bar under any preclusion doctrine (including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise)), provide a defense to, or otherwise impair in any respect, any Retained Causes of Action against TPG or its Related Parties, in their capacity as such.

K. Section 1129(a)(2)—Compliance of the Debtors and Others with the Applicable Provisions of the Bankruptcy Code

55. The Debtors have complied with all applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, including sections 1123, 1125, and 1126 of the Bankruptcy Code and Bankruptcy Rules 3017, 3018, and 3019. As a result, the requirements of section 1129(a)(2) of the Bankruptcy Code have been satisfied.

L. Section 1129(a)(3)—Proposal of Plan in Good Faith

56. The Debtors have proposed the Plan in good faith, with the legitimate and honest purpose of maximizing the value of the Debtors' Estates for the benefit of their stakeholders, and not by any means forbidden by law. In determining that the Plan has been proposed in good faith,

the Bankruptcy Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, and the process leading to its formulation. The good faith of each of the entities who negotiated the Plan is evident from the facts and records of the Chapter 11 Cases and the record of the Confirmation Hearing and other proceedings held in the Chapter 11 Cases.

M. Section 1129(a)(4)—Court Approval of Certain Payments as Reasonable

57. The procedures set forth in the Plan for this Bankruptcy Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, satisfy the objectives of, and comply with, section 1129(a)(4) of the Bankruptcy Code. As a result, the requirements of section 1129(a)(4) of the Bankruptcy Code have been satisfied.

N. Section 1129(a)(5)—Disclosure of Identity of Proposed Management, Compensation of Insiders, and Consistency of Management Proposals with the Interests of Creditors and Public Policy

58. The Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code. The Debtors disclosed the identity of the Trustees and the Wind-Down Officer in the Plan Supplement. Each of the Trustees is competent, has relevant experience, and will assist with the administration of the Settlement Trust and the Commercial GUC Trust, as appropriate. Additionally, the Debtors filed copies of the Trust Documents as part of the Plan Supplement. Accordingly, the Plan satisfies the requirements of section 1129(a)(5) of the Bankruptcy Code.

O. Section 1129(a)(6)—No Rate Change

59. In accordance with section 1129(a)(6) of the Bankruptcy Code, this Bankruptcy Court finds and concludes that the Debtors are not subject to any governmental regulation of any rates. Therefore, section 1129(a)(6) of the Bankruptcy Code is not applicable.

P. Section 1129(a)(7)—Best Interests of Holders of Claims and Interests

60. The Liquidation Analysis and the other evidence related thereto that was proffered or adduced at or prior to the Confirmation Hearing: (a) are reasonable, persuasive, and credible; (b) utilize reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that, with respect to each Impaired Class, each Holder of an Allowed Claim or Interest in such Class has voted to accept the Plan or will receive under the Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount such Holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code.

Q. Section 1129(a)(8)—Conclusive Presumption of Acceptance by Unimpaired Classes; Acceptance of the Plan by Certain Impaired Classes

61. Classes 1 and 2 are composed of Unimpaired Claims and are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code.

62. Classes 5, 6, 7 and 8 are composed of Impaired Claims and are conclusively presumed to have rejected the Plan under section 1126(f) of the Bankruptcy Code.

63. As described in the Voting Report, Holders of Claims in Classes 3, 4A and 4B were entitled to vote to accept or reject the Plan. Holders of Claims in Classes 3 and 4A at each Debtor voted to accept the Plan, and Holders of Claims in Class 4B for each Debtor other than Exactech, Inc. voted to accept the Plan.

64. All procedures used to tabulate the Ballots were fair, reasonable, and conducted in accordance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules, and all other applicable non-bankruptcy rules, laws, and regulations.

R. Section 1129(a)(9)—Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code

65. Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors, to the extent an Allowed Administrative Claim has not already been paid in full or otherwise satisfied during the Chapter 11 Cases, each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims, Transaction Expenses, or DIP Claims) will receive in full and final satisfaction of its Allowed Administrative Claim an amount of Cash equal to the amount of the unpaid portion of such Allowed Administrative Claim in accordance with the following: (1) if such Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than 30 days after the date on which an order Allowing such Administrative Claim becomes a Final Order; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction or course of business giving rise to such Allowed Administrative Claim, without any further action by the Holder of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by the Holder of such Allowed Administrative Claim and the Debtors or the Wind-Down Officer, as applicable; or (5) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

66. Pursuant to the Article II.D of the Plan, in full and final satisfaction, settlement, and release of and in exchange for release of all Allowed DIP Claims, on the Effective Date, each Allowed DIP Claim shall be credit bid in its entirety in accordance with the Stalking Horse APA and Restructuring Transactions Memorandum, and each holder of an Allowed DIP Claim shall

receive New Takeback Debt in accordance with the DIP Takeback Exchange and Restructuring Transactions Memorandum; provided, that the Required Lenders (as defined in the DIP Credit Agreement Documents) may elect, by written notice to the Debtors (which may be via e-mail) before the Effective Date, to exchange up to the full amount of Allowed DIP Upsize Claims for New Interests in lieu of New Takeback Debt. The DIP Claims shall be Allowed in the aggregate amount outstanding under the DIP Credit Agreement Documents as of the Effective Date. Upon satisfaction of all DIP Claims in accordance with the DIP Credit Agreement, all Liens and security interests granted by the Debtors to secure the DIP Claims shall be of no further force or effect.

67. Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtors against which such Allowed Priority Tax Claim is asserted agree to a less favorable treatment, in exchange for full and final satisfaction of each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall receive, at the option of the Debtors (with the consent of the Winning Bidder), receive either: (a) the full unpaid amount of such Allowed Priority Tax Claim in Cash on the later of the Effective Date and the date on which such Priority Tax Claim becomes an Allowed Claim (or, if not then due, when such Allowed Priority Tax Claim is due); (b) equal annual installment payments in Cash, of a total value equal to the Allowed amount of such Priority Tax Claim, over a period ending not later than five (5) years after the Petition Date, or (c) otherwise treated in accordance with section 1129(a)(9)(C) of the Bankruptcy Code.

68. Accordingly, the Administrative Claims, DIP Claims, Priority Tax Claims are Unimpaired under Article II of the Plan. As a result, the requirements of section 1129(a)(9) of the Bankruptcy Code with respect to such Classes have been satisfied.

S. Section 1129(a)(10)—Acceptance by At Least One Impaired Class

69. As set forth in the Voting Report, Classes 3 and 4A at each Debtor voted to accept the Plan, and Holders of Claims in Class 4B for each Debtor other than Exactech, Inc. voted to

accept the Plan. As such, at least one Class of Claims that is Impaired under the Plan has accepted the Plan at each Debtor, determined without including any acceptance of the Plan by any insider. As a result, the requirements of section 1129(a)(10) of the Bankruptcy Code have been satisfied.

T. <u>Section 1129(a)(11)—Feasibility of the Plan</u>

70. The evidence proffered or adduced at, or prior to, the Confirmation Hearing in connection with the feasibility of the Plan is reasonable, persuasive and credible. The Plan provides for the distribution of the Debtors' assets in accordance with the priority scheme of the Bankruptcy Code and the terms of the Plan. The assets remaining in the Debtors' Estates as of the Effective Date will vest in the Post-Effective Debtors and then be transferred to the Settlement Trust for the administration, liquidation, and distribution in accordance with the Plan and the Trust Agreements. As a result, the requirements of section 1129(a)(11) of the Bankruptcy Code have been satisfied.

U. <u>Section 1129(a)(12)—Payment of Bankruptcy Fees</u>

71. The Debtors shall pay all fees payable under section 1930 of title 28, United States Code on the Effective Date, and the Wind-Down Officer and the Trusts shall pay all fees payable under section 1930 of title 28, United States Code until the entry of a final decree in each Debtor's Chapter 11 Case or until such Chapter 11 Case is closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code. As a result, the requirements of section 1129(a)(12) of the Bankruptcy Code have been satisfied.

V. <u>Section 1129(a)(13)—Retiree Benefits</u>

72. Section 1129(a)(13) of the Bankruptcy Code requires a plan to provide for retiree benefits at levels established pursuant to section 1114 of the Bankruptcy Code. The Debtors do

not have obligations to pay retiree benefits and, therefore, section 1129(a)(13) of the Bankruptcy Code, to the extent applicable to the Debtors, is satisfied.

W. Section 1129(a)(14), (15), and (16)—Domestic Support Obligations; Unsecured Claims Against Individual Debtor; Transfers by Nonprofit Organizations

73. The Debtors do not have domestic support obligations. Therefore, sections 1129(a)(14), (15), and (16) of the Bankruptcy Code do not apply to the Chapter 11 Cases.

X. Section 1129(c)—Only One Plan

74. Other than the Plan (including any previous versions thereof), which Plan constitutes a separate chapter 11 plan for each of the Debtors, no other plan has been filed in this Chapter 11 Cases. As a result, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

Y. Section 1129(d)—Principal Purpose of the Plan Is Not Avoidance of Taxes or Securities Law

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

Z. Satisfaction of Confirmation Requirements

76. Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

AA. Rejection of Executory Contracts and Unexpired Leases

77. As set forth in Article V of the Plan, all Executory Contracts and Unexpired Leases not otherwise assumed or rejected are deemed rejected by the applicable Debtor, other than the Executory Contracts and Unexpired Leases that (i) have been previously or contemporaneously

rejected, or assumed and assigned, including in connection with the Sale Transaction, (ii) are the subject of a pending motion or notice to reject or assume and assign as of the Effective Date, (iii) are identified on the Assigned Executory Contract and Unexpired Lease List, and (iv) have expired under their own terms prior to the Effective Date.

78. Each rejection of an Executory Contract or Unexpired Lease pursuant to Article V of the Plan shall be legal, valid, and binding upon the applicable Debtor and all non-Debtor parties to such Executory Contract or Unexpired Lease, all to the same extent as if such rejection had been effectuated pursuant to a separate order of the Bankruptcy Court entered prior to the Effective Date under section 365 of the Bankruptcy Code.

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

A. Final Approval of Supplemental Disclosure

79. The Supplemental Disclosure is approved on a final basis. The Disclosure Statement, as modified by the Supplemental Disclosure and the Additional Supplemental Disclosure, provided Holders of Claims entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan in accordance with sections 105 and 1125(a)(1) of the Bankruptcy Code and Bankruptcy Rule 3017.

B. Confirmation of the Plan

80. The Plan, including all exhibits and modifications thereto, attached hereto as Exhibit A, including the Plan Supplement, and as each is deemed amended by this Confirmation Order, if at all, is approved and confirmed under section 1129 of the Bankruptcy Code. The terms of the Plan, the Plan Supplement, all exhibits thereto, and all other relevant and necessary documents shall be effective and binding as of the Effective Date. The failure to specifically

include or refer to any article, section, or provision of the Plan, the Plan Supplement, or any related document in this Confirmation Order does not diminish or impair the effectiveness or enforceability of such article, section, or provision.

81. The Plan and the Plan Documents comply with all applicable provisions of the Bankruptcy Code, including sections 1129 and 1123 of the Bankruptcy Code. All objections to confirmation of the Plan that have not been withdrawn or resolved prior to the Confirmation Hearing are hereby overruled, except to the extent sustained by this Bankruptcy Court on the record at the Confirmation Hearing. The Debtors are authorized to take all actions required to effectuate the Plan and the transactions contemplated therein.

C. Confirmation Notice

82. The Debtors shall cause to be served a notice of the entry of this Confirmation Order and occurrence of the Effective Date, substantially in form attached hereto as **Exhibit B** (the "Confirmation Notice"), on all parties served with the Confirmation Hearing Notice as soon as reasonably practicable after the Effective Date; *provided that,* no notice of any kind shall be required to be mailed or made upon any Entity to whom the Debtors mailed notice of the Confirmation Hearing, but received such notice returned marked "undeliverable as addressed," "moved, left no forwarding address," or "forwarding order expired," or similar reason, unless the Debtors have been informed in writing by such Entity, or are otherwise aware, of that Entity's new address. The Debtors shall cause the Confirmation Notice to be posted on the website of the Chapter 11 Cases. Such service in the time and manner set forth herein will provide good, adequate, and sufficient notice under the circumstances, and shall be deemed to comply with Bankruptcy Rules 2002(a)(7), 2002(f)(3) and (f)(7), 2002(1), 3002(c)(4), and 3020(c)(2).

D. Binding Effect

83. Notwithstanding Bankruptcy Rules 3020(e), 6004(g), or 7062 or otherwise, from and after the entry of this Confirmation Order and upon the occurrence of the Effective Date, the terms of the Plan, and the documents and instruments contained in the Plan Supplement and this Confirmation Order shall be deemed immediately effective, enforceable, and binding upon: (a) the Debtors; (b) any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are Impaired under the Plan or whether the Holders of such Claims or Interests accepted, rejected or are deemed to have accepted or rejected the Plan); (c) any and all non-Debtor parties to Executory Contracts and Unexpired Leases with any of the Debtors; (d) all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan; and (e) the respective heirs, executors, administrators, successors or assigns, if any, of any of the foregoing.

E. Plan Classification Controlling

84. The terms of the Plan shall govern the classification of Claims and Interests for purposes of the Distributions to be made thereunder. The classifications and amounts set forth on the Ballots tendered to or returned by the Holders of Claims in connection with voting on the Plan: (a) were set forth thereon solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification or amounts of such Claims under the Plan for Distribution purposes; (c) may not be relied upon by any Holder of a Claim as representing the actual classification or amount of such Claim under the Plan for Distribution purposes; and (d) shall not be binding on the Debtors except for voting purposes.

F. <u>Releases, Exculpation and Injunctions</u>

85. Pursuant to Bankruptcy Rule 3020(c)(1), the following provisions in the Plan are hereby approved and will be effective immediately on the Effective Date without further order or action by this Court or any other Entity: (a) Estate Release (Article VIII.A); (b) Third-Party Release (Article VIII.B); (c) Exculpation (Article VIII.D); (d) Injunction for Estate Release an Exculpation (Article VIII.E); (e) Channeling Injunction (Article VIII.F); and (f) the Insurance Entity Injunction (Article VIII.G).

G. <u>Release of Liens</u>

86. Except as otherwise expressly provided in the Plan, the Plan Supplement, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, this Confirmation Order, or the Sale Order, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Debtors shall automatically revert to the applicable Post-Effective Date Debtor, the Trusts, or Exactech NewCo as applicable, and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or Filing being required to be made by any Person or Entity. To the extent that any Holder of a Secured Claim that has been satisfied in full or released pursuant to the Plan, or any agent for such Holder, including the Agents, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps reasonably requested by the Debtors, the Wind-Down Officer, Exactech NewCo or any

administrative agent, collateral agent or indenture trustee under any exit financing facility that are necessary or desirable to record or effectuate the cancelation and/or extinguishment of such Liens and/or security interests, including the filing of Uniform Commercial Code termination statements, termination of deposit account control agreements, and any other applicable filings or recordings, and the Wind-Down Officer or Exactech NewCo shall be entitled to file Uniform Commercial Code termination statements or to make any other such filings or recordings on such Holder's behalf. The filing of a copy of the Confirmation Order or the Sale Order with any local, state, federal, or foreign agency or department shall not be required to effect the termination of such Liens or security interests, but, if presented for filing or recording, shall constitute good and sufficient evidence of such termination.

H. <u>Vesting of Trust Assets and Appointment of Trustees</u>

87. The Trust Agreements, substantially in the forms filed in the Plan Documents, are hereby approved in all respects. Upon the Effective Date, each of the Trusts shall assume the liabilities of the Debtors with respect to the General Unsecured Claims channeled to such Trusts and, subject to the Bankruptcy Court's approval of the TDP, have authority to administer, process, settle, resolve, liquidate, satisfy, and pay all such General Unsecured Claims.

88. As of the Effective Date, (i) the Settlement Trust Assets, including the Settlement Trust Causes of Action, shall vest in the Settlement Trust, and (ii) the Commercial GUC Trust Assets, including the Commercial GUC Trust Causes of Action, shall vest in the Commercial GUC Trust, in each case free and clear of all Liens, Claims, Encumbrances, charges or other interests to the extent permitted by section 1141 of the Bankruptcy Code. Notwithstanding anything herein to the contrary, the transfer of the Settlement Trust Assets and the Commercial GUC Trust Assets to the Settlement Trust and the Commercial GUC Trust Assets, as applicable, shall not diminish, and

fully preserves, any rights and defenses the Debtors would have if such assets had been retained by the Debtors. The Settlement Trust and the Settlement Trustee, as applicable, through their authorized agents or representatives, shall retain and may exclusively enforce the Settlement Trust Causes of Action vested, transferred, or assigned to such entity on behalf of both the Settlement Trust. The Settlement Trust or the Settlement Trustee, as applicable, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Settlement Trust Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, subject to the provisions of this Plan, the Trust Assets will not be deemed property of the Post-Effective Date Debtors.

89. As of the Effective Date, the Trusts shall be empowered to initiate, prosecute, defend, settle, maintain, administer, preserve, pursue, and resolve all legal actions and other proceedings related to any asset, liability, or responsibility of the Trusts, including the Settlement Trust Causes of Action and the Insurance Actions in accordance with the Trust Documents. Without limiting the foregoing, on and after the Effective Date, the Trusts shall be empowered to initiate, prosecute, defend, settle, maintain, administer, preserve, pursue, and resolve all such actions, in the name of the Debtor to the extent deemed necessary or appropriate by the Trusts. Furthermore, without limiting the foregoing, the Settlement Trust shall be empowered to maintain, administer, preserve, or pursue Insurance Actions and Insurance Action Recoveries.

90. The appointment of Ellen K. Reisman as Settlement Trustee pursuant to the terms of the Settlement Trust Agreement is hereby approved, and the Settlement Trustee is hereby (a) authorized to execute and perform under the Settlement Trust Agreement, to appear and be

heard before the Bankruptcy Court on all matters related to the Chapter 11 Cases (as a representative of the Settlement Trust and/or under section 1123(b) of the Bankruptcy Code, as applicable); and (b) vested with all of the powers and authority set forth in the Plan and Settlement Trust Agreement.

91. The appointment of Alan D. Halperin as Commercial GUC Trustee pursuant to the terms of the GUC Trust Agreement and as the Wind-Down Officer is hereby approved, and the Commercial GUC Trustee is hereby (a) authorized to execute and perform under the Commercial GUC Trust Agreement, to appear and be heard before the Bankruptcy Court on all matters related to the Chapter 11 Cases (as a representative of the Commercial GUC Trust and/or under section 1123(b) of the Bankruptcy Code, as applicable); and (b) vested with all of the powers and authority set forth in the Plan and Commercial GUC Trust Agreement.

I. Insurance Provisions

92. The Insurance Assignment is authorized and permissible as provided in the Plan and under section 1123(a)(5) of the Bankruptcy Code, notwithstanding any terms of any Insurance Policies or provisions of applicable law that are argued to prohibit the delegation, assignment, or other transfer of such rights, and the Settlement Trust is a proper party to assert the liability of the Debtors to trigger such insurance rights.

93. Nothing in the Plan, the Plan Documents, the Confirmation Order, any finding of fact and/or conclusion of law with respect to the Confirmation of the Plan, or any valuation of Claims (either individually or in the aggregate) in the Chapter 11 Cases shall, with respect to any Insurance Company: (i) constitute any adjudication, judgment, trial, hearing on the merits, finding, conclusion, other determination establishing the coverage obligation of any such Insurance Company for any Claim; or (ii) limit the right of any such Insurance Company to assert

any Insurer Coverage Defense; *provided*, *however*, that with, respect to (i) and (ii), (y) the transfer of rights to the Settlement Trust pursuant to the Insurance Assignment shall be valid and enforceable, and (z) the discharge or release of the Debtors or any Released Party from any Claims or Causes of Action under the Plan shall not affect the liability of any such Insurance Company. The establishment of any claim in litigation against the Settlement Trust in its capacity as the Debtors' representative shall be deemed the establishment of a claim against the Debtors for the purpose of triggering any available Insurance Policy. Neither the Plan nor the Plan Documents shall in anyway reduce, limit, discharge or release any Insurance Company.

J. Retention of Liability

94. The release of any Released Party by the Estates for any Causes of Action under the Plan and this Confirmation Order shall not affect the liability of any non-Released Party for any such Causes of Action on any theory of law or equity. Nothing in the Plan, the Plan Documents, the Confirmation Order, any finding of fact and/or conclusion of law with respect to the Confirmation of the Plan shall constitute any adjudication, judgment, trial, hearing on the merits, finding, conclusion, or other determination establishing that any non-Released Parties shall not be deemed to be liable (or continue to be liable) for their respective liabilities by reason of any theory of law or equity, including aiding and abetting.

K. Cancellation of Interests in the Debtors

95. On the Effective Date, all agreements, instruments, notes, certificates, indentures, mortgages, security documents, and other instruments or documents evidencing or creating any prepetition Interests in the Debtors shall be deemed cancelled and of no further force and effect.

L. <u>Administrative Claims Bar Date</u>

96. Except as otherwise provided by a Final Order entered by the Bankruptcy Court, requests for payment of Administrative Claims must be Filed and served on the Debtors or the Wind-Down Officer no later than the Administrative Claims Bar Date. Each request for payment of an Administrative Claim must include, at a minimum, (a) the name of the applicable Debtor that is purported to be liable for the Administrative Claim and, if the Administrative Claim is asserted against more than one Debtor, the exact amount asserted to be owed by each such Debtor; (b) the name of the Holder of the Administrative Claim; (c) the asserted amount of the Administrative Claim; (d) the basis of the Administrative Claim; and (e) documentation supporting the Administrative Claim.

97. A request for payment of an Administrative Claim that has been properly and timely Filed and served shall become an Allowed Administrative Claim unless an objection is filed by the Administrative Claims Objection Bar Date. If a timely objection is Filed, the Administrative Claim in question shall become Allowed only to the extent set forth in a Final Order of the Bankruptcy Court. A Governmental Unit shall not be required to file a request for the payment of an expense described in 11 U.S.C. § 503(b)(1)(B) or (C) as a condition of its being an allowed administrative expense.

98. Except for Professional Fee Claims, DIP Claims, and Transaction Expenses, Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request on or before the applicable Administrative Claim Bar Date or other date established by the Bar Date Order shall be Disputed and unless Allowed by a Final Order shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Estates, the Wind-Down Officer, or the

property of any of the foregoing, and such Administrative Claims shall be deemed satisfied in full and released as of the Effective Date.

M. Deadline to File Professional Fee Claims

99. All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than 30 days after the Effective Date.

100. The Professionals shall deliver to the Debtors a reasonable and good faith estimate of their fees and expenses incurred in rendering services to the Debtors before and as of the Confirmation Date projected to be unpaid as of the anticipated Effective Date and shall deliver such estimate no later than five Business Days prior to the anticipated Effective Date. For the avoidance of doubt, no such estimate shall be considered or deemed an admission or limitation with respect to the amount of the fees and expenses that are the subject of a Professional's final request for payment of Professional Fee Claims Filed with the Bankruptcy Court and Professionals are not bound to any extent by the estimates. If a Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Professional.

101. As soon as is reasonably practicable after the Confirmation Date and no later than the Effective Date, the Debtors shall establish the Professional Fee Escrow Account and fund it with Cash equal to the Professional Fee Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, Claims, or Interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. No funds held in the Professional Fee Escrow Account shall be property of the Estates, the

Debtors, or the Wind-Down Officer. Any amounts paid to professionals that are subject to the Fee Examiner's review during the Chapter 11 Cases that are subsequently recovered from such professionals following the Fee Examiner's review shall be placed into the Professional Fee Escrow Account. When all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full to the Professionals pursuant to one or more Final Orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account (including any funds held in the Funded Reserve Account (as defined in the DIP Orders)) shall be considered property of the Winning Bidder, without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, irrespective of whether such Allowed Professional Fee Claims have been irrevocably paid in full before or after the closing of the Sale Transaction.

N. Deadline to File Rejection Claims

102. All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Bankruptcy Court on or before thirty (30) days following the Effective Date of the Plan, which deadline shall be set forth in the Confirmation Notice. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time may, following an objection to the allowance of such Claim, be disallowed, forever barred from assertion, and not be enforceable against the Debtors, the Estates, the Trusts, Winning Bidder, or the property of any of the foregoing Entities. Claims arising from the rejection of the Executory Contracts and Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with applicable provisions of the Plan, the Bankruptcy Code and the Bankruptcy Rules.

O. Exemption from Certain Transfer Taxes

103. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property under the Plan shall not be subject to any stamp tax or similar tax. Upon entry of this Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax and may accept for filing and recordation this Confirmation Order without the payment of any such tax, recordation fee, or governmental assessment.

P. Non-Severability of Plan Provisions Upon Confirmation

104. This 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: (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 Debtor; and (3) non-severable and mutually dependent.

Q. Governmental Agencies

105. Except as expressly provided for in the Plan, nothing in the Plan, or this Confirmation Order, or other related Plan documents shall affect a release or limit any claim arising solely under the enforcement of the police powers or regulatory activities of the United States Government or any of its agencies, or any state and local authority, whatsoever.

R. Authorization to Consummate

106. The Debtors are authorized to consummate the Plan at any time after the entry of this Confirmation Order subject to the satisfaction or waiver (with the consent of the applicable parties and in accordance with Article X.B of the Plan) of the conditions precedent to the Effective Date set forth in Article X.A of the Plan.

S. Retention of Jurisdiction

107. The Bankruptcy Court shall retain jurisdiction over those matters set forth in Article XI of the Plan. Consistent with Article XI.D of the Plan, the Bankruptcy Court is not retaining jurisdiction over the Settlement Trust Causes of Action to the extent that such Causes of Action are asserted by the Settlement Trust against (i) TPG or its Related Parties, in their capacities as such or (ii) any of the Debtors' current and former Insiders, Affiliates and Related Parties.

T. Terms of Injunctions and Stays

108. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court and existing on the Confirmation Date (excluding any injunctions or stays contained in the Plan or this Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan and this Confirmation Order shall remain in full force and effect in accordance with their terms.

U. Additional Provisions

109. **Co-Defendant Defensive Rights**. Notwithstanding anything to the contrary in this Plan or the Plan Documents, nothing shall release, bar, enjoin, impair, alter, modify, amend, limit, prohibit, restrict, reduce, any Co-Defendant Defensive Rights of any Co-Defendant as such rights exist or might in the future exist under applicable law. Nothing in the Plan or any of the Plan Documents shall (i) preclude, operate to or have the effect of, impairing any Co-Defendant from asserting in any proceeding any and all Co-Defendant Defensive Rights that it has or may have under applicable law or (ii) be deemed to waive or release any Co-Defendant Defensive Rights, and the assertion of such Co-Defendant Defensive Rights shall not be precluded by the Confirmation Order under the doctrines of issue preclusion, claim preclusion, or estoppel.

110. As used in this Confirmation Order and the Plan, the term "Co-Defendant" means (a) any Holder of a Co-Defendant Claim and (b) any co-defendant in a Co-Defendant Action, in each case, other than Persons or Entities in their capacity as a defendant in an action brought by the Debtors, the Estates, or the Trusts.

111. **RTI Surgical**. Notwithstanding anything in this Confirmation Order or in the Plan to the contrary (including Article IV.A.2 of the Plan), nothing in this Confirmation Order, the Plan or the Sale Transaction shall constitute an alteration, limitation, modification, waiver, or release of any right or defense of setoff or recoupment held by RTI Surgical, Inc., d/b/a Evergen, to the extent permitted under the Bankruptcy Code, including Section 553 of the Bankruptcy Code.

112. **Missouri Department of Revenue**. Notwithstanding anything to the contrary in the Plan or the Confirmation Order, if the Missouri Department of Revenue ("MDOR") is the holder of an Administrative Claim of a kind described in section 503(b)(1)(B) or 503(b)(1)(C) of the Bankruptcy Code, it shall not be required to file a request for payment as a condition of such Administrative Claim being an Allowed Administrative Claim. Nothing shall affect or impair any statutory or common law setoff rights of MDOR to the extent set forth in section 553 of the Bankruptcy Code. To the extent the Missouri Department of Revenue holds Claims entitled to priority under section 507(a)(8) of the Bankruptcy Code which are not paid in full in cash on the Effective Date, then such Priority Tax Claims shall (a) accrue interest commencing on the Effective Date to the extent set forth in and permitted under the Bankruptcy Code and 32.065, RSMo, and (b) be paid no later than five (5) years after the Petition Date.

113. **Academy Medical**. For the avoidance of doubt, any funds collected by Academy Medical, LLC as of June 22, 2025, for the sale of Exactech products that are owed by Academy Medical, LLC to the Debtors under that certain *Exclusive Federal Government Reseller and*

Business Channel Services Agreement, dated January 24, 2017, by and between Academy Medical, LLC and Exactech, Inc., and any Causes of Action against Academy Medical, LLC to recover such funds shall be considered Acquired Assets.

114. **DOJ Settlement Agreement**. The definition of "DOJ Settlement Agreement" in the Plan (Par. 95) refers to the "Settlement Agreement" as was defined in the settlement motion filed as Docket No. 1095 (the "Settlement Motion"). This definition necessarily includes and incorporates the ancillary settlement agreements that are described in the Settlement Motion (albeit redacted and filed under seal pursuant to the Order at Docket No. 1313). Accordingly, a condition precedent to the Effective Date, under Section IX.A.2 of the Plan, is that the DOJ Settlement Agreement and any ancillary agreements entered into pursuant to the DOJ Settlement Agreement and discussed in the Settlement Motion shall not have been terminated and shall remain in full force and effect.

115. **JointMedica Interests**. Pursuant to Article IV.A.1 of the Plan, the Debtors, JointMedica, JointMedica Holdings, and any other necessary parties are directed to provide any required consent, execute any necessary instrument, or make any necessary resolution or acknowledgement to effectuate the transfer to the Stalking Horse Purchaser of all of the Debtors' rights and interests in JointMedica Limited (including stock or other equity interests) and the assumption, assignment, or other transfer to the Stalking Horse Purchaser of any and all agreements between the Debtors and JointMedica Limited and JointMedica Holdings, including the Distribution Agreement.

116. **TPG and TPG Related Parties**. Notwithstanding anything to the contrary, the following parties shall be deemed to have abstained from voting on the Plan and to have not

opted-in to any release contained in the Plan: (i) TPG, (ii) TPG's Related Parties, (iii) Kendall Garrison, (iv) John Schilling, and (v) Todd Sisitsky.

117. **Privileges**. Pursuant to, *inter alia*, Federal Rule of Evidence 502(d), no privileges shall be waived by the transfer and assignment of any privileges or the production of any Privileged Information to the Trusts and Exactech NewCo or any of their respective employees, professionals or representatives, or by disclosure of such Privileged Information to the Trusts and Exactech NewCo or any of their employees, professionals or representatives.

118. On the Effective Date, any attorney-client privilege, work-product privilege, common-interest communications with Insurance Companies, protection or privilege granted by joint defense, common interest, and/or other privilege or immunity of the Debtor relating, in whole or in part, to the Acquired Assets or Assumed Liabilities shall be irrevocably transferred to and vested in Exactech NewCo. Exactech NewCo shall have the same rights as the Debtors in Privileged Information relating to the Acquired Assets or Assumed Liabilities, as applicable. Exactech NewCo's rights in the Privileged Information will remain subject to the rights of third parties under applicable law, including any rights arising from the common interest doctrine, the joint defense doctrine, joint attorney-client representation, or any agreement. Without limiting the foregoing, prior to taking any action that could affect any privilege in which a third party may have rights, Exactech NewCo shall provide such third parties with reasonable written notice.

119. Pursuant to Article IV.P. of the Plan, on the Effective Date, the Debtors, Exactech NewCo, and the Trusts shall enter the Cooperation Agreement, which governs, among other things, the parties' respective rights and obligations with respect to the sharing of documents and related privileges.

120. **Sale Order.** All holders of Interests shall be bound by the Sale Order pursuant to section 1141 of the Bankruptcy Code.

121. Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 6006(d), 7062, and 9014, this Order shall not be stayed after entry but shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. The stays provided in Bankruptcy Rules 3020(e), 6004(h) and 6006(d) are hereby waived and shall not apply.

122. Nothing in this Order shall modify or waive any closing conditions or termination rights set forth in the Plan or the Sale Transaction Documents and all such conditions and rights shall remain in full force and effect in accordance with their terms.

123. The failure to specifically include any particular provision of the Plan in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Plan is authorized and approved in its entirety.

124. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

125. To the extent that there are any inconsistencies between the terms of this Order, on the one hand, and the, the Plan, the Plan Supplement or the Disclosure Statement, on the other hand, the terms of this Order shall govern.

126. This Order constitutes all authority required by the laws, rules or regulations of any state or any other governmental authority with respect to the implementation and consummation of the Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan.

127. This Confirmation Order is a final order and the period within which an appeal must be filed commences immediately upon the entry hereof.

Dated: September 17th, 2025
Wilmington, Delaware

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Plan

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re: Exactech, Inc., *et al.*,[1] Debtors.	Chapter 11 Case No. 24-12441 (LSS) (Jointly Administered)

FIFTH AMENDED JOINT CHAPTER 11 PLAN OF
EXACTECH, INC. AND ITS DEBTOR AFFILIATES
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

NOTHING CONTAINED HEREIN SHALL CONSTITUTE AN OFFER, ACCEPTANCE, COMMITMENT, OR LEGALLY BINDING OBLIGATION OF THE DEBTORS OR ANY OTHER PARTY IN INTEREST AND THIS PLAN IS SUBJECT TO APPROVAL BY THE BANKRUPTCY COURT AND OTHER CUSTOMARY CONDITIONS. THIS PLAN IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES.

YOU SHOULD NOT RELY ON THE INFORMATION CONTAINED IN, OR THE TERMS OF, THIS PLAN FOR ANY PURPOSE PRIOR TO THE CONFIRMATION OF THIS PLAN BY THE BANKRUPTCY COURT.

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: Osteon Holdings, Inc. (7042); Osteon Intermediate Holdings I, Inc. (7778); Osteon Intermediate Holdings II, Inc. (1292); Exactech, Inc. (3930); and XpandOrtho, Inc. (4250). The Debtors' service address is 2320 NW 66th Court, Gainesville, Florida 32653.

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Independent Counsel to the Special Committee

Dated: July 24, 2025

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INTRODUCTION

Exactech, Inc. and its affiliated Debtors, propose this joint chapter 11 plan (as modified, amended, or supplemented from time to time in accordance with the terms herein, the "Plan") for the resolution of the outstanding Claims against, and Interests in, the Debtors. The Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to an order of the Bankruptcy Court [Docket No. 78]. This Plan constitutes a separate chapter 11 plan for each Debtor for the resolution of outstanding Claims against and Interests in each Debtor pursuant to the Bankruptcy Code, and unless otherwise set forth herein, the classifications and treatment of Claims against and Interests in the Debtors set forth in Article III of the Plan apply separately with respect to each Debtor. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

Pursuant to section 1125(b) of the Bankruptcy Code, votes to accept or reject a chapter 11 plan cannot be solicited from holders of Claims or Interests entitled to vote on a chapter 11 plan until a disclosure statement has been approved by a bankruptcy court and distributed to such holders. On April 3, 2025, the Bankruptcy Court entered the Disclosure Statement Order, which, among other things, approved the Disclosure Statement, established procedures for voting on the Plan, and scheduled the Confirmation Hearing. Holders of Claims against and Interests in the Debtors should refer to the Disclosure Statement for a discussion of the Debtors' history, business, properties, operations, historical financial information, and risk factors, as well as a summary and description of the Plan, the transactions that the Debtors seek to consummate on the Effective Date of the Plan, and various related matters.

ARTICLE I.
DEFINITIONS AND RULES OF INTERPRETATION

A. Defined Terms. Capitalized terms used in this Plan have the meanings ascribed to them below.

1. "Acquired Assets" has the meaning set forth in the Sale Transaction Documents, *provided*, *however*, that notwithstanding anything to the contrary in the Sale Transaction Documents, the Retained Causes of Action shall not be Acquired Assets.

2. "Acquired Entities" has the meaning set forth in the Stalking Horse APA.

3. "Acquired Policies" means all rights under or arising out of all insurance policies and binders relating to the business of the Selling Debtors or the Acquired Assets, including any insurance policy related to the Australia Settlement Agreement, but excluding such policies (a) to the extent applicable, maintained that relate solely to Excluded Assets or Excluded Liabilities and (b) all directors' and officers' insurance policies or binders of the Selling Debtors.

4. "Ad Hoc Group" means the ad hoc group of certain secured lenders (and/or investment advisors to secured lenders) under the Prepetition First Lien Credit Agreement represented by the Ad Hoc Group Advisors.

5. "Ad Hoc Group Advisors" means (a) Milbank, LLP, as counsel to the Ad Hoc Group, (b) Evercore Group L.L.C., as investment banker to the Ad Hoc Group, (c) Richards,

Layton & Finger, P.A., as co-counsel to the Ad Hoc Group, and (d) any other counsel or professional advisor retained by or on behalf of the Ad Hoc Group in the Ad Hoc Group's reasonable discretion and as communicated to the Debtors' restructuring advisors prior to the date of such retention.

6. "Ad Hoc Group Members" means each of the Entities set forth in the *Verified Statement Pursuant to Bankruptcy Rule 2019 Filed by Ad Hoc Group of Prepetition First Lien Lenders* [Docket No. 165] and their respective funds, accounts, and subsidiaries that hold or held, at any time, disclosable economic interests in relation to the Debtors, in each case in their capacities as members of the Ad Hoc Group, Prepetition First Lien Lenders, Consenting Lenders, and/or DIP Lenders, as applicable. For the avoidance of doubt, the term "Ad Hoc Group Members" shall not include TPG or any of TPG's Related Parties, in their capacities as such.

7. "Administrative Claim" means a Claim against a Debtor for the costs and expenses of administration of the Chapter 11 Cases arising on or prior to the Effective Date pursuant to sections 328, 330, or 503(b) of the Bankruptcy Code and entitled to priority pursuant to sections 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the Debtors' businesses, (b) Allowed Professional Fee Claims, (c) the Transaction Expenses incurred after the Petition Date and through the Effective Date, and (d) the DIP Claims.

8. "Administrative Claims Bar Date" means the deadline for Filing requests for payment of Administrative Claims (other than Transaction Expenses, DIP Claims, requests for payment of Professional Fee Claims and Administrative Claims arising under section 503(b)(9) of the Bankruptcy Code), which shall be (a) February 7, 2025, at 4:00 p.m. prevailing Eastern Time for Administrative Claims arising from the Petition Date through and including January 10, 2025, and (b) for all Administrative Claims arising after January 10, 2025, 30 days after the Effective Date or such other date as is ordered by the Bankruptcy Court.

9. "Administrative Claims Objection Bar Date" means the deadline for filing objections to requests for payment of Administrative Claims (other than Transaction Expense, DIP Claims, and requests for payment of Professional Fee Claims), which shall be 120 days after the later of (a) the Effective Date and (b) the Filing of the applicable request for payment of the Administrative Claims; *provided* that the Administrative Claims Objection Bar Date may be extended by the Bankruptcy Court after notice and a hearing.

10. "Affiliate" means, with respect to any specified Entity: (a) if such specified entity is a Debtor, an "affiliate," as defined in section 101(2) of the Bankruptcy Code, of such specified Entity; or (b) any other Entity that, directly or indirectly through one or more intermediaries or otherwise, controls, is controlled by, or is under common control with the specified entity. As used in clause (b) of the prior sentence, "control" shall include the possession, directly or indirectly, of the right or power to direct or cause the direction of the management or policies of the specified Entity (whether through the ownership of voting securities or equity, by contract or agreement, or otherwise).

11. "Agent" means, as the context may require, the DIP Agent, the Prepetition Agent, or the Prepetition Sidecar Agent.

12. "Allowed" means, with respect to any Claim against a Debtor: (a) a Claim listed in the Debtors' Schedules, as such Schedules may be amended from time to time in accordance with Bankruptcy Rule 1009, as liquidated, non-contingent, and undisputed, and for which no contrary Proof of Claim or objection has been filed; (b) a Claim expressly allowed under this Plan; (c) a Claim to which the Debtors (with the consent of the Unsecured Creditors' Committee) and the holder of such Claim agree to the amount and priority of the Claim, which agreement is approved by a Final Order; (d) a Claim that is compromised, settled, or otherwise resolved in a manner consistent with the Trust Documents and the Plan; or (e) a Claim that is compromised, settled, or otherwise resolved or Allowed pursuant to a Final Order (including any omnibus or procedural Final Order relating to the compromise, settlement, resolution, or allowance of any Claims); *provided*, that notwithstanding the foregoing, unless expressly waived by the Plan, the Allowed amount of a Claim shall be subject to, and shall not exceed the limitations or maximum amounts permitted by, the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable. Notwithstanding anything to the contrary herein, any Claim of any Person from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall not be deemed Allowed unless and until such Person or transferee has paid the amount, or turned over any such property, for which such Person or transferee is liable under sections 522(i), 542, 543, 550, or 553 of the Bankruptcy Code, following an objection to a Claim filed on such grounds. A Proof of Claim Filed after the applicable Claims Bar Date, or a request for payment of an Administrative Claim Filed after the Administrative Claims Bar Date, shall be deemed to be Disputed and shall not be Allowed absent entry of a Final Order overruling an objection to its allowance. "Allowance" and "Allowing" shall have correlative meanings.

13. "Asset Notice Date" means the date that the Trusts File a notice with the Bankruptcy Court indicating that there has been a sufficient recovery on account of the Trust Assets for the Trusts to make Distributions to Holders of General Unsecured Claims.

14. "Assigned Executory Contracts and Unexpired Leases" means those Executory Contracts and Unexpired Leases that are to be assumed by the applicable Debtor and assigned to the Winning Bidder or its designee pursuant to and as set forth in the Plan, the Plan Supplement, the Sale Order, and any applicable Sale Transaction Documents.

15. "Assigned Executory Contract and Unexpired Lease List" means the list of the Assigned Executory Contracts and Unexpired Leases, which shall be included in the Plan Supplement, to be assumed by the Debtors and Assigned to the Winning Bidder pursuant to the Plan and the applicable Sale Transaction Documents, as the same may be amended, modified, or supplemented from time to time by the Debtors in accordance with the Plan and the Sale Transaction Documents.

16. "Assumed Liabilities" has the meaning set forth in the Sale Transaction Documents.

17. "Australia Settlement Agreement" means that certain Deed of Release and Settlement by and among Exactech, Simon Harrold, as the lead applicant in Federal Court Proceeding number NSD 1224/2024 pending in the Federal Court of Australia, Harrold's solicitor, Gerrard Malouf & Partners Pty Limited, and Exactech's non-Debtor subsidiary, Exactech Australia Pty Ltd. filed with the Bankruptcy Court at Docket No. 1359-2.

18. "Avoidance Actions" means any and all actual or potential avoidance, recovery, subordination, or other 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 Causes of Action or remedies under sections 502, 510, 542, 544, 545, 547-553, and 724(a) of the Bankruptcy Code, or under other similar or related local, state, federal, or foreign statutes or common law, including preference and fraudulent transfer and conveyance laws, in each case whether or not litigation to prosecute such Claim(s), Cause(s) of Action or remedy(ies) were commenced prior to the Effective Date.

19. "Ballot" means the ballot approved by the Bankruptcy Court and accompanying the Disclosure Statement upon which certain Holders of Impaired Claims entitled to vote may, among other things, indicate their acceptance or rejection of the Plan and their election to opt-in to the releases in Article VIII.B of the Plan in accordance with the procedures governing the solicitation process.

20. "Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as may be amended.

21. "Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware or such other court having jurisdiction over these Chapter 11 Cases.

22. "Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075 and the general, local, and chambers rules of the Bankruptcy Court, as amended.

23. "Bar Date Order" means the *Order (I) Establishing Deadlines to File Proofs of Claim, Including Claims under 11 U.S.C. § 503(b)(9), and Requests for Payment Procedures Related Thereto, (II) Establishing an Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, (IV) Approving Form and Manner of Notice Thereof, (V) Approving the Confidentiality Protocol, and (VI) Granting Related Relief* entered by the Bankruptcy Court on December 10, 2024 [Docket No. 320].

24. "Bidding Procedures" means the procedures attached as Exhibit 1 to the Bidding Procedures Order as such procedures may be amended from time to time in accordance with the Bidding Procedures Order.

25. "Bidding Procedures Order" means the *Order Approving (I) Bidding Procedures, the Sale Timeline, and the Form and Manner of Notice Thereof; (II) the Debtors' Entry Into and Performance Under the Stalking Horse APA; (III) Assumption and Assignment Procedures; and (IV) Granting Related Relief* entered by the Bankruptcy Court on December 10,

2024 [Docket No. 321], as such order may be amended, supplemented, or modified from time to time.

26. "Business Day" means any day, other than a Saturday, Sunday, or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

27. "Cash" means the legal tender of the United States of America or the equivalent thereof, including bank deposits and checks.

28. "Cash Collateral" has the meaning set forth in the DIP Orders.

29. "Category 1 Documents" shall mean Data Transfer Documents that relate solely to the Trust Assets (including the Retained Causes of Action) and the General Unsecured Claims and not to Exectech NewCo's business operations.

30. "Category 2 Documents" shall mean Data Transfer Documents that relate to both the Trust Assets (including the Retained Causes of Action) and the General Unsecured Claims and to Exectech NewCo's business operations.

31. "Category 3 Documents" shall mean Data Transfer Documents that relate solely to Exectech NewCo's business operations and not to the Trust Assets (including the Retained Causes of Action) and the General Unsecured Claims (including, for example, documents that relate to products that have not been manufactured or sold before the Effective Date).

32. "Causes of Action" means any claims, judgments, interests, damages, remedies, causes of action, crossclaim, third party claim, defense, indemnity claims, reimbursement claims, contribution claims, subrogation claims, rights of recovery, demands, rights, actions, suits, obligations, liabilities, accounts, 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, choate or inchoate, secured or unsecured, capable of being asserted, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, statute, law, common law, equity, or otherwise, whether arising before, on, or after the Petition Date. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (b) the right to object to or otherwise contest Claims or Interests; (c) any claim pursuant to section 362 of the Bankruptcy Code; (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any claim under any local, state, federal or foreign law, including any fraudulent transfer or similar claim.

33. "Channeling Injunction" means the injunction set forth in Article VIII.F to be issued pursuant to, and included in, the Confirmation Order.

34. "Chapter 11 Cases" means, when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and when used with reference to all of the Debtors, the procedurally consolidated and jointly administered chapter 11 cases pending for the Debtors in the Bankruptcy Court.

35. "Claim" means any "claim" as defined in section 101(5) of the Bankruptcy Code.

36. "Claims Bar Date" means, collectively, the applicable date (including the Administrative Claims Bar Date) by which Proofs of Claim, Proofs of Interest, and requests for payment of Administrative Claims must be Filed, as established by: (a) the Bar Date Order; (b) a Final Order of the Bankruptcy Court; (c) the Sale Order; or (d) the Confirmation Order.

37. "Claims Objection Deadline" means the deadline for objecting to a Claim asserted against a Debtor (other than an Administrative Claim), which shall be on the date that is the later of: (a) the first Business Day following 180 days after the Asset Notice Date; and (b) such later date as may be fixed by the Bankruptcy Court, after notice and a hearing upon a motion either Filed on or before the then existing Claims Objection Deadline or Filed thereafter for cause.

38. "Claims, Noticing, and Solicitation Agent" means Kroll Restructuring Administration LLC, in its capacity as the claims, noticing, and solicitation agent in the Chapter 11 Cases for the Debtors and any successors appointed by an order of the Bankruptcy Court.

39. "Claims Register" means the official register of Claims against and Interests in the Debtors maintained by the Clerk of the Bankruptcy Court or the Claims, Noticing, and Solicitation Agent.

40. "Class" means a class of Claims against or Interests in the Debtors as set forth in Article III of the Plan in accordance with section 1122(a) of the Bankruptcy Code.

41. "Co-Defendant" means (a) any Holder of a Co-Defendant Claim and (b) any co-defendant in a Co-Defendant Action, in each case, other than Persons or Entities in their capacity as a defendant in an action brought by the Debtors, the Estates, or the Trusts.

42. "Co-Defendant Action" means any previous, pending, or future litigation or dispute against a non-Debtor party that is or could be asserted against any Debtor and alleges substantially similar facts or causes of action as those alleged against the Debtor, including causes of action related to or based on the Debtors' products, operations or other conduct.

43. "Co-Defendant Claim" means any Claim, other than a Claim held by an Insurance Company, that (a) either (i) is or could be asserted against any Debtor, including any Claim that would otherwise be a Cure Claim or (ii) seeks to recover from any property of any Debtor or its Estate, including any Insurance Policy, (b) is for or based upon or arises from contribution, indemnification, reimbursement, setoff or recoupment or any other similar claim or Cause of Action (each to the extent reserved by the applicable Co-Defendant under applicable law prior to the Confirmation Date), and (c) seeks to recover, directly or indirectly, any costs, losses, damages, fees, expenses or any other amounts whatsoever, actually or potentially imposed upon the Holder of such Claim, in each case relating to or arising from any actual or potential litigation or dispute, whether accrued or unaccrued, asserted or unasserted, existing or hereinafter arising based on or relating to, or in any manner arising from, in whole or in part, the Debtors' products, operations, or other conduct. Notwithstanding anything to the contrary outside of this definition in the Plan, any Claim that satisfies the definition of a Co-Defendant Claim shall be a Co-Defendant Claim notwithstanding that such Claim would otherwise satisfy the definition of

another type of Claim. For the avoidance of doubt, Co-Defendant Claim includes a Claim that is held by an Insurance Company in its capacity as subrogee of a Holder of a Co-Defendant Claim.

44. "Co-Defendant Defensive Rights" means all defenses and defensive rights, including rights to allocation or apportionment of fault and judgment reduction, contributory fault, comparative fault, alternative causation, apportionment of damages, affirmative defenses (including setoff by virtue of any claims or counterclaims asserted by a Co-Defendant in a timely filed Proof of Claim or reserved under applicable law prior to the Confirmation Date), judgment reduction mechanisms, or rights similar to the foregoing, and any steps necessary to assert the foregoing, in each case, solely to reduce the liability, judgment, obligation or fault of the applicable Co-Defendant to any Person that asserts any Cause of Action against such Co-Defendant based in whole or in part on the Debtors' products, operations, or other conduct. Co-Defendant Defensive Rights shall in no case be used to seek or obtain any affirmative monetary recovery from the Debtors, the Estates, or the Trusts.

45. "Collateral" means any property or interest in property of the Estate of any Debtor subject to a Lien, charge, or other encumbrance to secure the payment or performance of a Claim, which Lien, charge, or other encumbrance is not subject to a Final Order ordering the remedy of avoidance of any such Lien, charge, or other encumbrance.

46. "Commercial GUC Claim" means any General Unsecured Claim against a Debtor that is not a PI/WD Claim or an Assumed Liability, including (a) Qui Tam Claims, subject to the terms and conditions set forth in the DOJ Settlement Agreement, and (b) any General Unsecured Claim that (i) is an obligation of the Debtors to make payments to their general trade creditors or commercial debtholders, (ii) arises under a workers compensation act or a self-insured health plan, (iii) is an obligation to refund the purchase price of, or to repair or replace, products regularly sold in the ordinary course of the Debtors' trade or business, or (iv) any other excluded liability under Treasury Regulation § 1.468B-1(g).

47. "Commercial GUC Trust" means the trust established under the Plan and the Trust Documents to assume all liability of the Debtors and the Estates for, and to administer, all Commercial GUC Claims, which shall have the powers, duties and obligations set forth in the Commercial GUC Trust Agreement.

48. "Commercial GUC Trust Agreement" means the Trust Agreement governing the Commercial GUC Trust, dated as of the Effective Date, and constituting a liquidating trust under Section 301.7701-4(d) of the Treasury Regulations, as the same may be amended or modified from time to time in accordance with the terms thereof.

49. "Commercial GUC Trust Amount" means $125,000 in Cash funded on the Effective Date from the Debtors' Cash on hand. The Commercial GUC Trust Amount shall be separate and in addition to the Professional Fee Amount held in the Professional Fee Escrow Account. For the avoidance of doubt, the Winning Bidder shall not have a reversionary interest in the Commercial GUC Trust Amount.

50. "Commercial GUC Trust Assets" means the (a) the Commercial GUC Trust Amount, (b) the Commercial GUC Trust Pro Rata Share, (c) the Commercial GUC Trust Causes of Action, and (d) the New Equity Interests.

51. "Commercial GUC Trust Causes of Action" means (a) all defenses to any Commercial GUC Claim, including all defenses under section 502 of the Bankruptcy Code; and (b) any Estate Cause of Action arising from Commercial GUC Claims for setoff, reimbursement, indemnity, contribution, subrogation, breach of warranty, breach of contract, or otherwise. For the avoidance of doubt, Commercial GUC Trust Causes of Action do not include any Estate Causes of Action against the Released Parties that are released under Article VIII.A.

52. "Commercial GUC Trust Pro Rata Share" means 5% percent of the net proceeds of (a) the Settlement Trust Causes of Action, (b) Commercial GUC Trust Causes of Action (b) the Insurance Action Recoveries, (c) recoveries from the D&O Policies, and (d) the GUC Reserve, which percent may be modified by the Court upon request by either the Commercial GUC Trustee or the Settlement Trustee, after notice, hearing, and opportunity to object.

53. "Commercial GUC Trustee" means one or more trustees selected by the Unsecured Creditors' Committee, or such successors as may be appointed from time to time after the Effective Date in accordance with the Commercial GUC Trust Agreement, to be the trustee(s) of the Commercial GUC Trust, who shall be identified in the Plan Supplement and subject to approval of the Bankruptcy Court.

54. "Common-Interest Communications" means documents, information, or communications that are subject to the attorney-client privilege, attorney-work product doctrine, joint defense, or other privilege or protection from disclosure, and (a) are in the Debtors' possession, and (b) are shared between or among (i) the Debtors, on the one hand, and (ii) any third-party Entity or its representatives that share a common legal interest with the Debtors, on the other hand, including documents that reflect defense strategy, case evaluations, discussions of settlements or resolutions, and communications regarding underlying litigation.

55. "Confirmation" means the Bankruptcy Court's entry of the Confirmation Order on the docket of the Chapter 11 Cases. "Confirm," "Confirmed" and "Confirmability" shall have correlative meanings.

56. "Confirmation Date" means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

57. "Confirmation Hearing" means the hearing(s) before the Bankruptcy Court pursuant to section 1128(a) of the Bankruptcy Code at which the Debtors will seek Confirmation of the Plan.

58. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan and the Plan Supplement pursuant to section 1129 of the Bankruptcy Code and approving the Sale Transaction pursuant to sections 363 and 1123(b)(4) of the Bankruptcy Code in connection therewith.

59. "Consenting Lenders" shall have the meaning set forth in the Restructuring Support Agreement.

60. "Consummation" means the occurrence of the Effective Date.

61. "Cooperation Agreement" means the *Settlement Trust Cooperation Agreement* entered into in connection with Plan, as attached hereto as **Exhibit A**.

62. "Cooperation Payment Obligation" has the meaning set forth in Article IV.FF.2.

63. "Cure" or "Cure Claim" means a monetary Claim against a Debtor (unless waived or modified by the applicable counterparty) based upon a Debtor's default under an Assigned Executory Contract or Unexpired Lease, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

64. "Cure Notice" means that *Notice of Possible Assumption and Assignment with Respect to Executory Contracts and Unexpired Leases of the Debtors* [Docket No. 375], *Supplement Notice of Possible Assumption and Assignment with Respect to Executory Contracts and Unexpired Leases of the Debtors* [Docket No. 560], and *Second Supplement Notice of Possible Assumption and Assignment with Respect to Executory Contracts and Unexpired Leases of the Debtors* [Docket No. 714], together with any further supplemental notices of possible assumption and assignment.

65. "D&O Insurance Coverage" means coverage for insureds under any applicable D&O Policies.

66. "D&O Policies" means all insurance policies (including policies providing D&O Insurance Coverage, D&O Tail Coverage, and any excess or umbrella policy) and related agreements or instruments thereto of indemnity for directors', members', trustees' and officers' liability issued or providing coverage at any time to any of the Debtors or their Related Parties and all agreements, documents or instruments relating thereto, for any policy period whatsoever.

67. "D&O Tail Coverage" means the extension of the D&O Insurance Coverage for any period beyond the end of the applicable policy period, including but not limited to any extension after the Effective Date for claims based on conduct occurring prior to the Effective Date.

68. "Data Transfer" means the transfer to the Settlement Trust of (i) all documents produced to the Unsecured Creditors' Committee in the Chapter 11 Cases to enable the Settlement Trust to have full access and utilization of such documents to the same extent available to the Unsecured Creditors' Committee and (ii) the files, documents, and communications that are included within clauses (a), (b) and (c) of the definition of Data Transfer Documents to enable the Settlement Trust to have full access and utilization of such documents to the same extent available to each of the Debtors, in each case subject to the terms, conditions, and limitations set forth in the Plan and the Cooperation Agreement.

69. "Data Transfer Documents" means all files, documents, communications, and Privileged Information that contain information relevant to the liquidation of General Unsecured Claims and the Retained Causes of Action produced from the following sources: (a) documents from Debtors resulting from the application of the search parameters in Exhibit A of the Cooperation Agreement, (b) all documents previously redacted or logged on any privilege log of the Debtors in the Chapter 11 Cases in unredacted form, (c) and all communications between or among, on the one hand, any Debtor, including Debtors' in-house counsel, and, on the other hand, any counsel representing Debtors in the MDL or with respect to U.S. personal injury litigation related to the MDL between January 1, 2021, and the Petition Date, and (d) documents the Trusts may receive from Debtors prior litigation counsel by sending a written request in substantially the form of Exhibit B of the Cooperation Agreement.

70. "Debtor" means one of the Debtors, in its capacity as a debtor and debtor in possession in the Chapter 11 Cases.

71. "Debtors" means, collectively, (a) Osteon Holdings, Inc., (b) Osteon Intermediate Holdings I, Inc., (c) Osteon Intermediate Holdings II, Inc., (d) Exactech, Inc., and (e) XpandOrtho, Inc.

72. "Debtor Release" means the releases set forth in Article VIII.A herein.

73. "Definitive Documents" means all material documents (including any related Bankruptcy Court or other judicial or regulatory orders, agreements, schedules, pleadings, motions, filings, or exhibits) necessary or otherwise desirable to implement the Plan Transactions, including (a) the Plan, (b) the Confirmation Order, (c) the Disclosure Statement, (d) the Solicitation Materials, (e) the Plan Documents, (f) the Plan Supplement and any documents included in the Plan Supplement, including the Trust Documents, (g) the Sale Transaction Documents, (h) the DIP Credit Agreement Documents, (i) any other operative documents and/or agreements relating to the Plan or the Plan Transactions, and (j) any exhibits, appendices, or schedules contemplated by the foregoing clauses (a) – (i).

74. "DIP Agent" means GLAS USA LLC in its capacity as administrative and collateral agent under any DIP Credit Facility, and any predecessors and successors in such capacity. For the avoidance of doubt, the term "DIP Agent" shall not include TPG or any of TPG's Related Parties, in their capacities as such.

75. "DIP Claim" means a Claim against a Debtor arising under, derived from, secured by, or based on the DIP Credit Agreement Documents or the DIP Orders, including any Claim for the outstanding principal amount, interest, fees, expenses, costs, and other charges arising under the DIP Credit Agreement Documents or the DIP Orders, including the DIP Fees and Expenses (as defined in the Final DIP Order).

76. "DIP Credit Agreement" means that certain Debtor-In-Possession Credit Agreement, dated as of October 31, 2024, as may be amended, supplemented, or modified from time to time, among Exactech, Inc., Osteon Intermediate Holdings II, Inc., the other guarantors party thereto, the DIP Agent, and the DIP Lenders.

77. "DIP Credit Agreement Documents" means the DIP Credit Agreement and all other agreements, documents, and instruments related thereto, including the DIP Orders and any guaranty agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, fee letters, and other security agreements, each as may be amended from time to time in accordance with their terms.

78. "DIP Lenders" means the lenders party to the DIP Credit Agreement, solely in their capacity as such.

79. "DIP Orders" means, collectively, the Interim DIP Order, the Final DIP Order, and any order approving the DIP Upsize Motion, as such orders may be modified from time to time.

80. "DIP Takeback Exchange" means the exchange of each DIP Claim on a dollar-for-dollar basis for the New Takeback Debt in accordance with this Plan and the Sale Transaction Documents.

81. "DIP Upsize Claims" means the DIP Claims arising under, derived from, secured by, or based on the Incremental Term Loans (as defined in the DIP Upsize Motion).

82. "DIP Upsize Equitization Election" shall have the meaning set forth in Article II.D of the Plan.

83. "DIP Upsize Motion" means the *Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to Amend the DIP Credit Agreement and (II) Granting Related Relief* [Docket No. 686], as supplemented pursuant to the *Supplement to Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to Amend the DIP Credit Agreement and (II) Granting Related Relief*.

84. "Direct PI/WD Claim" means any PI/WD Claim that is not an Indirect PI/WD Claim or a Qui Tam Claim, including PI/WD Claim asserted by individuals who are alleged to hold a "personal injury tort or wrongful death claim" against a Debtor within the meaning of 28 U.S.C. § 157(b)(2)(B), including PI/WD Claims attributable to, arising from, based upon, relating to, or resulting from an alleged personal injury tort or wrongful death claim related to the design, manufacture, production, marketing, distribution, sale, purchase, use, exposure to, or recall of any Products.

85. "Disallowed" means any Claim against or Interest in a Debtor or portion thereof that is disallowed under the Trust Documents, the Plan, or a Final Order.

86. "Disclosure Statement" means the *Fourth Amended Disclosure Statement Relating to the Third Amended Joint Chapter 11 Plan of Exactech, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* dated as of April 1, 2025 [Docket No. 817], as may be amended, supplemented, or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other applicable law and approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

87. "Disclosure Statement Order" means the Order entered by the Bankruptcy Court on April 3, 2025 [Docket No. 829], as such order may be amended, supplemented, or modified from time to time.

88. "Disputed" means any Claim against or Interest in a Debtor or portion thereof, (a) to the extent neither Allowed nor Disallowed nor deemed Allowed under sections 502, 503, or 1111 of the Bankruptcy Code, or (b) for which a Proof of Claim or Proof of Interest or a motion for payment has been timely Filed with the Bankruptcy Court, to the extent the Debtor or any other party in interest has interposed a timely objection or request for estimation in accordance with the Plan, the Bankruptcy Code, or the Bankruptcy Rules, which objection or request for estimation has not been withdrawn or determined by a Final Order.

89. "Distributable Value" shall mean the value available for distribution to Holders of Allowed General Unsecured Claims net of expenses, reserves or other obligations of the applicable Trust, in accordance with the terms of the Trust Documents.

90. "Distribution" means a distribution of property pursuant to the Plan, to take place as provided for herein, and "Distribute" shall have a correlative meaning.

91. "Distribution Agent" means one or more Entities chosen by the Wind-Down Officer, which may include the Notice and Claims Agent, to make any Distributions at the direction of the Wind-Down Officer.

92. "Distribution Date" means a date, or dates, determined by the Wind-Down Officer, in accordance with the terms of the Plan, on which the Wind-Down Officer makes a Distribution to Holders of Allowed Claims.

93. "Distribution Record Date" means the record date for purposes of determining which Holders of Allowed Claims against or Allowed Interests in the Debtors are eligible to receive distributions under the Plan, which date shall be the first day of the Confirmation Hearing, or as otherwise designated in a Final Order of the Bankruptcy Court.

94. "District Court" means the United States District Court for the District of Delaware.

95. "DOJ Settlement Agreement" means the "Settlement Agreement" as defined in the *Debtors' Motion for Entry of an Order (I) Approving Settlement Agreement Related to Qui Tam Litigation Among Exactech, Inc., the United States of America, and Certain Relators, (II) Authorizing the Debtors to Take Any and All Actions Necessary to Effectuate the Terms Thereto, and (III) Granting Related Relief* [Docket No. 1095].

96. "Effective Date" means the first Business Day on which all of the conditions precedent to the occurrence of the Effective Date set forth in Article IX.A shall have been satisfied or waived pursuant to Article IX.B and on which a notice indicating the Effective Date has been filed on the Docket of the Bankruptcy Court by the Debtors, with the consent of the Required Consenting Lenders and the Unsecured Creditors' Committee.

97. "Encumbrance" means, with respect to any property (whether real or personal, tangible or intangible), any mortgage, lien, pledge, charge, security interest, assignment, or encumbrance of any kind or nature in respect of such property, including any conditional sale or other title retention agreement, any security agreement, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction, to secure payment of a debt or performance of an obligation.

98. "Entity" has the meaning set forth in section 101(15) of the Bankruptcy Code.

99. "Estate" means, as to each Debtor, the estate created on the Petition Date for such Debtor in its Chapter 11 Case pursuant to sections 301 and 541 of the Bankruptcy Code and all property (as defined in section 541 of the Bankruptcy Code) acquired by such Debtor after the Petition Date through and including the Effective Date.

100. "Estate Causes of Action" means Causes of Action owned, held, or capable of being asserted by, under, through or on behalf of a Debtor or its Estate, whether known or unknown, in law, at equity or otherwise, whenever and wherever arising under the laws of any jurisdiction, including actions that arise out of or are based on breach of warranty, breach of contract, fraudulent conveyances and transfers, breach of fiduciary duty, breach of duty of loyalty or obedience, aiding and abetting breach of fiduciary duty, legal malpractice, recovery of attorneys' fees, turnover of property and avoidance or recovery actions of a Debtor or its Estate, and all other actions that constitute property of the Estate under section 541 of the Bankruptcy Code that are or may be pursued by a representative of the Estate, including pursuant to section 323 of the Bankruptcy Code, and actions, including Avoidance Actions under chapter 5 of the Bankruptcy Code, seeking relief in the form of damages (actual and punitive), imposition of a constructive trust, turnover of property, restitution, and declaratory relief with respect thereto or otherwise. Without limiting the foregoing, Estate Causes of Action shall include: (a) Causes of Action that prior to the Petition Date could have been asserted by a Debtor on its own behalf under applicable law, including Causes of Action seeking to impose liability based on (i) the doctrine of successor liability, or (ii) the doctrines of alter ego or veil piercing; (b) Causes of Action that seek to impose liability for a Claim against a Debtor on any non-Debtor based on a theory of liability that is not specific to one or more particular creditors and is common to all creditors of the Debtor and can be asserted by the Debtor under applicable law; and (c) all other Causes of Action that are property of the Estate under the Bankruptcy Code, including any other form of derivative or vicarious liability for liabilities of the Debtor.

101. "Estate Professional" means an Entity (other than an Ordinary Course Professional) retained by the Debtors, the Special Committee, or the Unsecured Creditors' Committee in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327, 328, 330, 331, 363, or 1103 of the Bankruptcy Code. For the avoidance of doubt, the term "Estate Professional" shall not include the professionals for the DIP Secured Parties and the Prepetition Secured Parties (each as defined in the Final DIP Order).

102. "Exactech NewCo" means the Winning Bidder, or any Entity or Entities designated by the Winning Bidder, as the owner of the Acquired Assets and obligor under the Assumed Liabilities following the closing of the Sale Transaction, solely in their capacity as such.

For the avoidance of doubt, the term "Exactech NewCo" shall not include TPG or any of TPG's Related Parties, in their capacities as such.

103. "Excluded Assets" means all assets not acquired by the Winning Bidder, including all assets contained in the definition of "Excluded Assets" set forth in any Sale Transaction Documents (or such other similar terms as may be used in any Sale Transaction Documents).

104. "Excluded Liabilities" has the meaning set forth in the Sale Transaction Documents.

105. "Exculpation" means the exculpation provision set forth in Article VIII.D of this Plan.

106. "Exculpated Parties" means, collectively, and, in each case, solely in their respective capacities as such and solely to the extent they served in such capacity between the Petition Date and the Effective Date: (a) the Debtors; (b) the Estate Professionals; (c) the Ordinary Course Professionals; (d) the Debtors' directors and officers; (e) the Mediator; and (f) the Unsecured Creditors' Committee and its members.

107. "Executory Contract" means a contract to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under section 365 or 1123 of the Bankruptcy Code.

108. "Federal Judgment Rate" means the federal judgment interest rate in effect as of the Petition Date calculated as set forth in section 1961 of the Judicial Code.

109. "Fee Examiner" means Robert J. Keach of Bernstein, Shur, Sawyer & Nelson, P.A., in his capacity as the fee examiner appointed pursuant to the *Order Appointing Fee Examiner and Establishing Related Procedures for the Review of Applications of Retained Professionals* [Docket No. 1312] entered by the Bankruptcy Court on May 29, 2025, or any successor appointed by the Bankruptcy Court.

110. "File," "Filed," or "Filing" means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or its authorized designee, or, with respect to the filing of a Proof of Claim or Proof of Interest, the Claims, Noticing, and Solicitation Agent.

111. "Final Decree" means the decree contemplated under Bankruptcy Rule 3022.

112. "Final DIP Order" means that certain *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Superpriority Administrative Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* entered by the Bankruptcy Court on December 10, 2024 [Docket No. 313], as such order may be amended, supplemented, or modified from time to time.

113. "Final Order" means an order or judgment of the Bankruptcy Court, or the District Court in the event the reference is withdrawn in respect of a contested matter or adversary proceeding, entered by the Clerk of the Bankruptcy Court, or the District Court, as applicable, on the docket in the Chapter 11 Cases, which has not been reversed, vacated, or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, re-argument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceeding for a new trial, re-argument, or rehearing shall then be pending, or (b) if an appeal, writ of certiorari, new trial, re-argument, or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court or the District Court, as applicable, shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, re-argument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, re-argument, or rehearing shall have expired; provided, that no order or judgment shall fail to be a Final Order solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure has been or may be filed with respect to such order or judgment. The susceptibility of a Claim to a challenge under section 502(j) of the Bankruptcy Code shall not render a Final Order not a Final Order.

114. "General Unsecured Claim" means a Claim against a Debtor that is not: (a) paid in full prior to the Effective Date pursuant to an order of the Bankruptcy Court or Secured by Collateral; (b) assumed by the Winning Bidder pursuant to the Sale Transaction Documents; (c) an Administrative Claim; (d) a Professional Fee Claim; (e) a DIP Claim; (f) a Priority Tax Claim; (g) an Other Secured Claim; (h) a Priority Non-Tax Claim; (i) a Prepetition Pari 1L Claim; (j) a Section 510(b) Claim; or (k) an Intercompany Claim. The General Unsecured Claims include PI/WD Claims and Commercial GUC Claims (including Qui Tam Claims).

115. "Governmental Unit" has the meaning set forth in section 101(27) of the Bankruptcy Code.

116. "GUC Reserve" means an account funded by the Debtors with Cash on hand on the Effective Date in the amount equal to $500,000.

117. "Holder" means an Entity holding a Claim against or an Interest in any Debtor.

118. "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.

119. "Indirect PI/WD Claim" means any PI/WD Claim for contribution, indemnity, reimbursement, or subrogation, whether contractual or implied by law (as those terms are defined by the applicable non-bankruptcy law of the relevant jurisdiction), and any other Claim against the Debtors that is derivative of a Direct PI/WD Claim of any kind whatsoever, whether in the nature of or sounding in contract, tort, warranty, statute, common law, or any other theory of law or equity whatsoever, including for indemnification, reimbursement, hold-harmless or other payment obligation provided for under any prepetition settlement, insurance policy, agreement, or contract.

120. "Initial Distribution Date" means the Business Day as soon as practicable after the Effective Date when Distributions on account of Wind-Down Claims under the Plan shall commence that is selected by the Wind-Down Officer.

121. "Insider" means an "insider" as defined in section 101(31) of the Bankruptcy Code.

122. "Insurance Action" means any claim, Cause of Action, or right of the Debtors, under the laws of any jurisdiction, against any Insurance Company, arising from or related to an Insurance Policy, including: (a) any such Insurance Company's failure to provide coverage or otherwise pay under an Insurance Policy; (b) the refusal of any Insurance Company to compromise and settle any General Unsecured Claim under or pursuant to any Insurance Policy; (c) the interpretation or enforcement of the terms of any Insurance Policy with respect to any General Unsecured Claim; (d) any conduct by any Insurance Company in respect to a General Unsecured Claim constituting "bad faith" conduct or that could otherwise give rise to extra-contractual damages, or other wrongful conduct under applicable law; or (e) any right to receive proceeds held by such Person with respect to an Insurance Policy.

123. "Insurance Action Recoveries" means the right to receive the proceeds or benefits of any Insurance Action.

124. "Insurance Assignment" means the assignment and transfer to the Settlement Trust of (a) D&O Policies, (b) the Insurance Actions, (c) the Insurance Action Recoveries, and (d) all other rights, claims, benefits, or Causes of Action of the Debtors under or with respect to the Insurance Policies (but not the policies themselves). For the avoidance of doubt, the Insurance Assignment shall not be an Acquired Asset.

125. "Insurance Company" means any insurance company, insurance syndicate, coverage holder, insurance broker or syndicate insurance broker, guaranty association, or any other Entity that has issued, or that has any actual, potential, demonstrated, or alleged liabilities, duties, or obligations under or with respect to, any Insurance Policy.

126. "Insurance Coverage Actions" means any and all pending coverage litigation between a Debtor and any Insurance Company with respect to an Insurance Policy and involving a General Unsecured Claim as of the Effective Date.

127. "Insurance Entity Injunction" means the injunction described in Article VIII.G.

128. "Insurance Policy" means any Insurance Policy (other than the Acquired Policies) currently or previously in effect at any time on or before the Effective Date naming a Debtor (or any past or present predecessor or subsidiary of a Debtor) as an insured (whether as the primary or additional insured, or by virtue of being a subsidiary to the named insured), or otherwise alleged to afford a Debtor insurance coverage, upon which any claim could have been, has been, or may be made with respect to any General Unsecured Claim.

129. "Insurer Coverage Defense" means all defenses at law or in equity that any Insurance Company may have under applicable law to provide insurance coverage to or for a

General Unsecured Claim, except for (a) any defense that the Insurance Assignment is invalid or unenforceable or otherwise breaches the terms of such coverage; and/or (b) any defense that (i) the drafting, proposing, confirmation, or consummation of a plan of reorganization or (ii) the discharge of the Debtors from liability for any Claims pursuant to the Plan operates to, or otherwise results in, the elimination of or the reduction in any obligation such insurers may have under rights assigned to the Settlement Trust, including in providing coverage for liabilities assumed by the Settlement Trust that were or are liabilities of the Debtors.

130. "Intercompany Claim" means a Claim against a Debtor that is held by another Debtor or a direct or indirect subsidiary of a Debtor.

131. "Intercompany Interest" means any Interest in one Debtor held by another Debtor.

132. "Interest" means the common stock, preferred stock, limited liability company interests, equity security (as defined in section 101(16) of the Bankruptcy Code), and any other equity, ownership, or profits interests of any Debtor, and options, warrants, rights, or other Securities or agreements to acquire the common stock (including convertible debt), preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Debtor (whether or not arising under or in connection with any employment agreement).

133. "Interim DIP Order" means the Interim Order *(I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Superpriority Administrative Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* entered by the Bankruptcy Court on October 31, 2024 [Docket No. 100], as such order may be amended, supplemented, or modified from time to time.

134. "Internal Revenue Code" means title 26 of the United States Code, 26 U.S.C. §§ 1 *et seq.*, as in effect on the Petition Date, together with all amendments, modifications, and replacements of the foregoing as the same may exist on any relevant date to the extent applicable to the Chapter 11 Cases.

135. "Judicial Code" means title 28 of the United States Code, 28 U.S.C. §§ 1-4001 and the rules and regulations promulgated thereunder, as applicable to the Chapter 11 Cases.

136. "Joint Privileged Information" means Privileged Information that relates to both (a) the General Unsecured Claims or the Retained Causes of Action and (b) the Acquired Assets or the Assumed Liabilities.

137. "Law" means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

138. "Lien" has the meaning set forth in section 101(37) of the Bankruptcy Code.

139. "Management Incentive Plan" means, Exactech NewCo's post-Effective Date management incentive plan, if any, which shall provide for the MIP Pool to be reserved for awards to employees, non-employee directors and other service providers in the form of appreciation rights or other equity linked instruments, as determined by the New Board in its discretion.

140. "Mediator" means Honorable Shelley C. Chapman (Ret.), who was appointed by the Bankruptcy Court as a mediator in the Chapter 11 Cases under the *Order (I) Appointing a Mediator and (II) Granting Related Relief*, at Docket No. 609.

141. "MIP Pool" means 10% of the New Interests as of the Effective Date.

142. "New Board" means the initial board of directors, members, or managers, as applicable of Exactech NewCo.

143. "New Equity Interests" means the new equity interests in the post-Effective Date Debtors.

144. "New Interests" means the interests in Exactech NewCo, potentially subject to dilution by the Management Incentive Plan, the DIP Upsize Equitization Election, and the Backstop Commitment Premium (as defined in the DIP Orders).

145. "New Takeback Debt" means the term loan facility issued by Exactech NewCo, which shall have an aggregate principal amount equal to no more than the lesser of (i) $170,000,000 and (ii) the amount of Allowed DIP Claims outstanding on the Effective Date, after taking into account the DIP Upsize Equitization Election, if any.

146. "Non-General Unsecured Claim" means any Claim against a Debtor that is not a General Unsecured Claim.

147. "Ordinary Course Professional" means any firm permitted to act as a professional under the *Order (I) Authorizing the Debtors to Employ Professionals Utilized in the Ordinary Course of Business, (II) Waiving Certain Information Requirements of Local Rule 2016-2, and (III) Granting Related Relief* [Docket No. 255].

148. "Other Secured Claim" means any Secured Claim that is not a Prepetition Pari 1L Claim, or a DIP Claim and that is not assumed by the Winning Bidder or its designee under the Sale Transaction Documents.

149. "Person" has the meaning set forth in section 101(41) of the Bankruptcy Code and includes any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, benefit plan, unincorporated organization, business, syndicate, sole proprietorship, association, organization, labor union or other entity, or governmental unit.

150. "Petition Date" means October 29, 2024.

151. "PI/WD Claim" means any General Unsecured Claim against a Debtor that is attributable to, arises from, is based upon, relates to, or results from an alleged personal injury tort or wrongful death claim within the meaning of 28 U.S.C. § 157(b)(2)(B). PI/WD Claims include Direct PI/WD Claims and Indirect PI/WD Claims.

152. "Plan" means this *Fifth Amended Joint Chapter 11 Plan of Exactech, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* filed by the Debtors, as the same may be amended or modified from time to time in accordance with Article X.A hereof and pursuant to section 1127 of the Bankruptcy Code.

153. "Plan Documents" means, collectively, the Plan, the Trust Documents, the Disclosure Statement, the Disclosure Statement Order, the Confirmation Order, each of the documents that comprises the Plan Supplement, and all the exhibits and schedules attached to any of the foregoing. Except with respect to the Plan, which shall be in form and substance reasonably acceptable to the Debtors, the Required Consenting Lenders, and the Unsecured Creditors' Committee, and the Trust Documents (other than the Confirmation Order), which shall be in form and substance reasonably acceptable to the Unsecured Creditors' Committee (and, solely to the extent such documents adversely affect the rights or obligations of the Debtors or the Consenting Lenders, in form and substance reasonably acceptable to the Debtors or the Required Consenting Lenders, respectively), the Plan Documents (other than the Plan) shall be in form and substance reasonably acceptable to the Required Consenting Lenders and the Debtors and, solely to the extent such documents adversely affect Holders of General Unsecured Claims, the Unsecured Creditors' Committee.

154. "Plan Supplement" means the compilation of documents and forms of documents, agreements, schedules, exhibits, and annexes to Plan (as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and Bankruptcy Rules) to be filed with the Bankruptcy Court prior to the Confirmation Hearing, and additional documents or amendments to previously Filed documents, Filed with the Bankruptcy Court before the Effective Date as amendments, modifications, or supplements to the Plan Supplement. The Plan Supplement will include the following: (a) Assigned Executory Contract and Unexpired Lease List; (b) Schedule of Retained Causes of Action; (c) the Restructuring Transactions Memorandum; (d) the Trust Agreements; (e) the TDP; (f) the Cooperation Agreement; and (g) any other necessary documentation related to the Restructuring Transactions. The Plan Supplement shall be served only on those parties that have requested notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 and any party in interest who requests in writing a copy from counsel to the Debtors.

155. "Plan Transactions" means the transactions described in Article IV of the Plan.

156. "Prepetition Equity Interests" means all prepetition Interests in Osteon Holdings, Inc.

157. "Prepetition First Lien Agent" means GLAS USA LLC, solely in its capacity as successor administrative agent and collateral agent under the Prepetition First Lien Credit Agreement, and any predecessors and successors in such capacity. For the avoidance of

doubt, the term "Prepetition First Lien Agent" shall not include TPG or any of TPG's Related Parties, in their capacities as such.

158. "Prepetition First Lien Claim" means a Claim against a Debtor arising under, derived from, or based on the Prepetition First Lien Credit Agreement Documents, including any Claim for outstanding principal amount, interest, fees, expenses, costs, or other charges arising under the Prepetition First Lien Credit Agreement Documents.

159. "Prepetition First Lien Credit Agreement" means that certain Credit Agreement dated as of February 14, 2018 (as amended, restated, supplemented, or otherwise modified from time to time prior to the Petition Date) among Exactech, Inc., as borrower, Osteon Intermediate Holdings II, Inc., the Prepetition First Lien Agent, and the Prepetition First Lien Lenders party thereto.

160. "Prepetition First Lien Credit Agreement Documents" means, collectively, the Prepetition First Lien Credit Agreement and all other agreements, documents, and instruments related thereto, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, fee letters, and other security documents.

161. "Prepetition First Lien Lenders" means the lenders under the Prepetition First Lien Credit Agreement and any party that becomes a lender thereunder from time to time.

162. "Prepetition Pari 1L Claims" means, collectively, the Prepetition First Lien Claims and the Prepetition Sidecar Claims.

163. "Prepetition Sidecar Agent" means TPG VII Osteon Holdings, LP in its capacity as administrative and collateral agent.

164. "Prepetition Sidecar Claims" means a Claim against a Debtor arising under, derived from, or based on the Prepetition Sidecar Credit Agreement Documents, including any Claim for outstanding principal amount, interest, fees, expenses, costs, or other charges arising under the Prepetition Sidecar Credit Agreement Documents.

165. "Prepetition Sidecar Credit Agreement" means that certain Credit Agreement dated as of September 19, 2023 (as amended by that certain Amendment No. 1 to Credit Agreement pursuant to which the Prepetition Sidecar Lenders provided the Borrower multidraw incremental term loans in the aggregate principal amount of up to $20,000,000, dated as of April 23, 2024, and as further amended, supplemented, restated, replaced, or otherwise modified from time to time) among Exactech, Inc., Osteon Intermediate Holdings II, Inc. as the holding company guarantor, TPG VII Osteon Holdings, LP, as administrative agent and collateral agent, and the Prepetition Sidecar Lenders.

166. "Prepetition Sidecar Credit Agreement Documents" means, collectively, the Prepetition Sidecar Credit Agreement and all other agreements, documents, and instruments related thereto, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, fee letters, and other security documents.

167. "Prepetition Sidecar Lenders" means the lenders under the Prepetition Sidecar Credit Agreement and any party that becomes a lender thereunder from time to time.

168. "Priority Non-Tax Claim" means a Claim against a Debtor entitled to priority in right of payment under section 507(a) of the Bankruptcy Code other than an Administrative Claim or Priority Tax Claim.

169. "Priority Tax Claim" means a Claim of a Governmental Unit against a Debtor of the kind specified in section 507(a)(8) of the Bankruptcy Code.

170. "Privileged Information" means any privileged information of the Debtors, including information protected or purportedly protected by the attorney-client privilege or attorney work product doctrine, including information shared pursuant to any joint defense, common interest, or confidentiality agreement among the Debtors and any Affiliate or Insider, and any Common-Interest Communications.

171. "Products" means any and all products developed, designed, manufactured, marketed, sold, implanted, or supported by, the Debtors or Debtor affiliates that are subject to PI/WD Claim.

172. "Pro Rata" means, with respect to a Claim, the percentage represented by a fraction (a) the numerator of which shall be the Allowed amount of such Claim and (b) the denominator of which shall be an amount equal to the aggregate amount of Allowed Claims in the same Class as such Claim, except in cases where Pro Rata is used in reference to multiple Classes, in which case Pro Rata means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of all Allowed Claims in such multiple Classes.

173. "Professional" means an Entity (other than an Ordinary Course Professional) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered and expenses incurred pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code.

174. "Professional Fee Amount" means the aggregate amount of unpaid Professional Fee Claims that the Professionals estimate they have incurred or will incur in rendering services in connection with the Chapter 11 Cases prior to and as of the Effective Date that remain unpaid as the Effective Date, which estimates Professionals shall deliver to the Debtors as set forth in Article II.B of this Plan.

175. "Professional Fee Claim" means a Claim by a Professional seeking compensation for services, including legal, financial, investment banking, advisory, accounting, and other services rendered or reimbursement of expenses incurred by such Professional through and including the Effective Date, under sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Court, to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional's requested fees and expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Fee Claim.

176. "Professional Fee Escrow Account" means an escrow account funded by the Debtors with Cash as soon as is reasonably practicable after the Confirmation Date and no later than the Effective Date in an amount equal to the Professional Fee Amount, which escrow shall include any amounts funded into the Funded Reserve Account (as defined in the DIP Orders), and which amounts in the Funded Reserve Account shall first be used to fund the Professional Fee Amount.

177. "Proof of Claim" means a written proof of Claim against any of the Debtors Filed in the Chapter 11 Cases.

178. "Proof of Interest" means a written proof of Interest in any of the Debtors Filed in the Chapter 11 Cases.

179. "Quarterly Fees" means all fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code.

180. "Qui Tam Claims" means any Claim against a Debtor arising from any actions that have been or could be brought against, threatened, asserted, or commenced against a Debtor under the False Claims Act, 31 U.S.C. §§ 3729-3733, or other similar or related local, state, federal, or foreign statutes and common law, including any Claims against a Debtor arising out of or related to those certain qui tam actions pending in the United States District for the Northern District of Alabama *US ex rel. Wallace v. Exactech, Inc.*, No. 2:18-cv-1010-LSC (N.D. Ala. March 2, 2020).

181. "Reinstate," "Reinstated," or "Reinstatement" means with respect to Claims and Interests, that the Claim or Interest shall be rendered unimpaired in accordance with section 1124(2) of the Bankruptcy Code.

182. "Related Party" or "Related Parties" means, with respect to an Entity or Person, each of, and in each case solely in its capacity as such, (a) such Entity's or Person's Affiliates and (b) such Entity's or Person's and such Affiliates' respective directors, managers, officers, shareholders, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns, (whether by operation of law or otherwise) subsidiaries, associated entities, managed or advised entities, accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors, fiduciaries, trustees, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, and other professionals, representatives, advisors, predecessors, successors, and assigns, and the respective heirs, executors, estates, and nominees of the foregoing. For purposes of the Plan, as to any Person or Entity, such Person or Entity's Related Parties shall mean its current and former Related Parties.

183. "Released Party" means (a) Elizabeth Abrams, Luis Alvarez, Laurent Angibaud, Travis Autrey, Gwen Bingham, Matthew Brzozowski, Matt Collins, Tony W. Collins, Brian Danahy, Donna Edwards, Stacey Fedorka, Karen Golz, Adam Hayden, Darin Johnson, Jessica Livingston, Cassy Morgan, Diana Nole, Timothy Pohl, Chris Roche, Dale Wolf, Jesse York, and Andrew Zeltwanger, each solely in their capacity as directors or officers of the Debtors,

as applicable; (b) the Estate Professionals and their respective associates, employees, directors, members, partners, and principals, each in their capacity as associates, employees, directors, members, partners, or principals of an Estate Professional; (c) each of the Ad Hoc Group Members; (d) Exactech NewCo; (e) the Stalking Horse Purchaser; (f) the DIP Agent; (g) the Prepetition First Lien Agent; and (h) each of the Related Parties of the Entities in clauses (c) through (g) above, provided, however, that if a Person or Entity is a Related Party of either TPG or a Debtor (other than the Persons and Entities in clauses (a) and (b) above), and such Person or Entity is also a Related Party of an Entity in clauses (c) through (g) above, then such Person or Entity shall not be a Released Party except to the extent such Person or Entity was acting solely in its capacity as a Related Party of the Entities in clauses (c) through (g) above. For the avoidance of doubt, the inclusion Luis Alvarez and Laurent Angibaud as Released Parties is subject to Article IV.FF of the Plan.

184. "Releasing Parties" means, collectively, and in each case in its, his, or her capacity as such, (i) each party included in clause (a) through (g) of the definition of Released Party, (ii) each Holder of a Claim in Class 3 or Class 4 who checks the box on its, his, or her Ballot indicating that it, he, or she opts to grant the releases contained in Article VIII.B of the Plan, and (iii) each of the members of the Unsecured Creditors' Committee other than the Hospital for Special Surgery.

185. "Required Consenting Lenders" means, as of the date of determination, Consenting Lenders holding at least 66.67% in aggregate outstanding principal amount of the Prepetition First Lien Claims held by the Consenting Lenders.

186. "Restructuring Support Agreement" means that certain Restructuring Support Agreement, made and entered into as of October 29, 2024, by and among the Debtors, the Consenting Lenders party thereto from time to time, as such may be amended from time to time in accordance with its terms.

187. "Restructuring Transactions" means the transactions described in Article IV.A of the Plan.

188. "Restructuring Transactions Memorandum" means that certain memorandum describing the steps to be carried out to effectuate the Restructuring Transactions, the form of which shall be included in the Plan Supplement.

189. "Retained Causes of Action" means the Settlement Trust Causes of Action, the Commercial GUC Trust Causes of Action, and the Wind-Down Retained Causes of Action.

190. "Sale Order" means the order of the Bankruptcy Court (a) approving the Stalking Horse APA and (b) approving and authorizing the Selling Debtors to consummate the Sale Transaction on the Effective Date pursuant to sections 363 and, subject to entry of the Confirmation Order, 1123(b)(4) of the Bankruptcy Code, which order shall be substantially consistent with the Stalking Horse APA and otherwise in form and substance reasonably satisfactory to the Stalking Horse Purchaser.

191. "Sale Proceeds" means all Cash and non-Cash proceeds of the Sale Transaction that the Debtors receive in accordance with the Sale Transaction Documents.

192. "Sale Transaction" means the sale of the Acquired Assets to Winning Bidder pursuant to the Sale Transaction Documents.

193. "Sale Transaction Documents" means the Stalking Horse APA and all related documents pursuant to which the Debtors will effectuate the Sale Transaction.

194. "Schedule of Retained Causes of Action" means the schedule of Estate Causes of Action that are not released, waived, or transferred pursuant to the Plan, as the same may be amended, modified, or supplemented from time to time by the Debtors, which shall be included in the Plan Supplement.

195. "Schedules" means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by each of the Debtors pursuant to section 521 of the Bankruptcy Code, as such schedules and statements may have been or may be amended, modified, or supplemented from time to time.

196. "Section 510(b) Claim" means any Claim against a Debtor subject to subordination under section 510(b) of the Bankruptcy Code.

197. "Secured" means, when referring to a Claim: (a) secured by a Lien on property in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Final Order of the Bankruptcy Court, or that is subject to a valid right of 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 property or to the extent of the amount subject to setoff, as applicable, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) Allowed pursuant to the Plan as a Secured Claim.

198. "Securities Act" means the U.S. Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

199. "Security" or "Securities" has the meaning set forth in section 2(a)(1) of the Securities Act.

200. "Selling Debtors" means Debtors Exactech, Inc., XpandOrtho, Inc., and Osteon Intermediate Holdings II, Inc.

201. "Settlement Trust" means the settlement trust organized under the laws of the state of Delaware and established under the Plan and the Settlement Trust Agreement, which shall (a) have the powers, duties and obligations set forth in the Plan and the Settlement Trust Agreement, (b) assume all liability of the Debtors and the Estates for, and administer, all PI/WD Claims, and (c) constitute a "qualified settlement fund" within the meaning of the Treasury Regulations issued under Section 468B of the Internal Revenue Code.

202. "Settlement Trust Agreement" means the Settlement Trust Agreement governing the Settlement Trust, dated as of the Effective Date, as the same may be amended or modified from time to time in accordance with the terms thereof.

203. "Settlement Trust Amount" means $2,000,000 in Cash funded on the Effective Date with the Debtors' Cash on hand. The Settlement Trust Amount shall be separate and in addition to the Professional Fee Amount held in the Professional Fee Escrow Account. For the avoidance of doubt, the Winning Bidder shall not have a reversionary interest in the Settlement Trust Amount.

204. "Settlement Trust Assets" means (a) the Data Transfer, (b) the Settlement Trust Amount, (c) the Settlement Trust Pro Rata Share, (d) the Settlement Trust Causes of Action, and (e) the Insurance Assignment.

205. "Settlement Trust Causes of Action" means (a) the UCC Causes of Action; (b) any Estate Cause of Action against (i) TPG or its Related Parties or (ii) any of the Debtors' current and former Insiders, Affiliates and Related Parties, (c) all defenses to any PI/WD Claim, including all defenses under section 502 of the Bankruptcy Code; and (d) any Estate Causes of Action arising from a PI/WD Claim for setoff, reimbursement, indemnity, contribution, subrogation, breach of warranty, breach of contract, or otherwise. For the avoidance of doubt, Settlement Trust Causes of Action do not include any Estate Causes of Action against the Released Parties that are released under Article VIII.A.

206. "Settlement Trust Pro Rata Share" means 95% percent of the net proceeds of (a) the Settlement Trust Causes of Action, (b) the Commercial GUC Trust Causes of Action, (c) the Insurance Action Recoveries, (d) recoveries from the D&O Policies, and (e) the GUC Reserve, which percent may be modified by the Court upon request by either the Commercial GUC Trustee or the Settlement Trustee, after notice, hearing, and opportunity to object.

207. "Settlement Trustee" means one or more trustees selected by the Unsecured Creditors' Committee, or such successors as may be appointed from time to time after the Effective Date in accordance with the Settlement Trust Agreement, to be the trustee(s) of the Settlement Trust, which shall be identified in the Plan Supplement and subject to approval of the Bankruptcy Court.

208. "Sidecar Claim Objection" means *The Official Committee of Unsecured Creditors' First (Substantive) Omnibus Objection to TPG's Claims Pursuant to Section 502(b) of the Bankruptcy Code and Bankruptcy Rule 3007* [Docket No. 1003] and the counts pertaining to the Prepetition Sidecar Claims set forth in the UCC Complaint.

209. "Solicitation" means the solicitation of votes on this Plan in accordance with the Solicitation Procedures.

210. "Solicitation Procedures" means the procedures concerning Solicitation established pursuant to the Disclosure Statement Order.

211. "Special Committee" means Elizabeth Abrams and Timothy Pohl in their capacity as members of the special committee of the Board of Directors of Osteon Intermediate Holdings II, Inc., Exactech, Inc., and XpandOrtho, Inc.

212. "Stalking Horse APA" means the Asset Purchase Agreement dated October 29, 2024, among EI Bidco, LLC, as Purchaser, and Exactech, Inc. and its subsidiaries named therein, as Sellers, as may be amended, modified, or otherwise supplemented.

213. "Stalking Horse Purchaser" means EI Bidco, LLC, a Delaware limited liability company, solely in its capacity as such. For the avoidance of doubt, the term "Stalking Horse Purchaser" shall not include TPG or any of TPG's Related Parties, in their capacities as such.

214. "TPG" means TPG Inc. (f/k/a Texas Pacific Group and TPG Capital); TPG VII Management, LLC; TPG VII Osteon Holdings, LP; TPG Operations, LLC; TPG Holdings II Sub, LP; TPG Capital – FO, LLC; TPG Partners VII, L.P; TPG Genpar VII, L.P.; TPG Genpar VII Advisors, LLC; TPG Global, LLC; TPG Capital, L.P.; and OMNIlife Science, Inc.

215. "TDP" means the Trust Distribution Procedures for the Settlement Trust, as the same may be amended or modified from time to time in accordance with the terms thereof, that will govern the claims submission, adjudication, and distribution processes for the Settlement Trust in a manner that is fair and equitable to Holders of Allowed PI/WD Claims, in the form reasonably acceptable to the Unsecured Creditors' Committee and, to the extent such Trust Distribution Procedures adversely affect the rights or obligations of the Debtors or the Consenting Lenders, the Debtors or the Required Consenting Lenders, respectively.

216. "Transaction Expenses" means all reasonable and documented fees, costs and expenses (whether incurred at any point before or after the commencement of these Chapter 11 Cases) incurred by the Ad Hoc Group Advisors in connection with the negotiation, formulation, preparation, execution, delivery, implementation, and consummation of the Restructuring Support Agreement, this Plan, the DIP Credit Agreement Documents, or the Sale Transaction Documents, and any other Definitive Documents, and/or the transactions contemplated hereby or thereby, and/or any amendments, waivers, consents, supplements, or other modifications to any of the foregoing.

217. "Treasury Regulations" means the United States Treasury regulations promulgated pursuant to the Internal Revenue Code.

218. "Trust" or "Trusts" means either or both of the Settlement Trust or the Commercial GUC Trust, as applicable.

219. "Trust Agreements" means, collectively, (a) the Settlement Trust Agreement and (b) the Commercial GUC Trust Agreement.

220. "Trust Assets" means, collectively, (a) the Settlement Trust Assets and (b) the Commercial GUC Trust Assets.

221. "Trust Documents" means, collectively, (a) the Trust Agreements, (b) the TDP, (c) the Confirmation Order, and (d) any other agreements, instruments, and documents governing the establishment, administration, and operation of the Trusts.

222. "Trustee" or "Trustees" means either or both of the Settlement Trustee and the Commercial GUC Trustee, as applicable.

223. "UCC Causes of Action" means all Claims and Causes of Action set forth in the Draft Complaint attached as Amended Exhibit B to the *Motion of the Official Committee of Unsecured Creditors for Entry of an Order Pursuant to Sections 1103(c) and 1109(b) of the Bankruptcy Code Granting Exclusive Leave, Standing, and Authority to Commence, Prosecute and, if Appropriate, Settle or Abandon Certain Causes of Action on Behalf of the Debtors' Estates* [Docket No. 1269]. For the avoidance of doubt, UCC Causes of Action does not include any Estate Causes of Action against the Released Parties that are released under Article VIII.A.

224. "Unclaimed Distribution" means any distribution under the Plan on account of an Allowed Claim or Allowed Interest to a Holder that has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; or (b) responded to the Debtors' or Wind-Down Officer's requests for information necessary to facilitate a particular distribution in the manner and at the time required under the Plan.

225. "Unexpired Lease" means a lease to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under section 365 or section 1123 of the Bankruptcy Code.

226. "Uniform Commercial Code" means the Uniform Commercial Code as adopted by the applicable state.

227. "Unimpaired" means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

228. "United States Trustee" means the Office of the United States Trustee for the District of Delaware.

229. "Unsecured Creditors' Committee" means the official committee of unsecured creditors appointed by the United States Trustee in the Chapter 11 Cases under section 1102(a) of the Bankruptcy Code pursuant to the *Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 171].

230. "Voting Deadline" means the date by which all Persons entitled to vote on the Plan must vote to accept or reject the Plan.

231. "Voting Procedures" means those certain procedures and supplemental procedures, if any, approved by the Bankruptcy Court for soliciting and tabulating the votes to accept or reject the Plan cast by Holders of Claims against the Debtor entitled to vote on the Plan.

232. "Wind-Down" means the process of winding down the Debtors' businesses and Estates, and dissolving the Debtor entities, after the Effective Date and all actions related to, necessary for, or otherwise appropriate to effectuate the foregoing.

233. "Wind-Down Account" means the bank account or accounts used to fund all expenses and payments required to be made by the Wind-Down Officer, which shall be established on the Effective Date.

234. "Wind-Down Agreement" means the Wind-Down Appendix to the Commercial GUC Trust Agreement dated as of the Effective Date, as the same may be amended or modified from time to time in accordance with the terms thereof, and which shall be filed with the Plan Supplement and shall be reasonably acceptable to the Unsecured Creditors' Committee and the Required Consenting Lenders.

235. "Wind-Down Amount" means $100,000 in Cash funded on the Effective Date with the Debtors' Cash on hand. The Wind-Down Amount shall be separate and in addition to the Professional Fee Amount held in the Professional Fee Escrow Account. For the avoidance of doubt, the Winning Bidder shall not have a reversionary interest in the Wind-Down Amount.

236. "Wind-Down Assets" means the (a) Wind-Down Amount, including any accounts to hold such funds, (b) any amounts necessary to satisfy the Wind-Down Claims (in each case, to the extent Allowed as of the Effective Date and required to be paid in Cash and, with respect to the Other Secured Claims, to the extent that the Debtors or the Wind-Down Officer, as applicable, elect to satisfy such Claims in Cash), and (c) Wind-Down Retained Causes of Action. For the avoidance of doubt, the Wind-Down Assets shall not include the Settlement Trust Assets, the Commercial GUC Trust Assets, or any Acquired Assets, including the Winning Bidder's reversionary interest in the Professional Fee Escrow Account.

237. "Wind-Down Claims" means the following Claims against the Selling Debtors that are not Assumed Liabilities: Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims and Other Secured Claims.

238. "Wind-Down Officer" means an individual selected by the Unsecured Creditors' Committee and disclosed in the Plan Supplement, or any successor(s) thereto, to be the representative of the post-Effective Date Debtors on and after the Effective Date, and who shall have the rights, powers, duties, and responsibilities set forth in this Plan and in the Wind-Down Agreement.

239. "Wind-Down Retained Causes of Action" means defenses to or Estate Causes of Action that are counterclaims arising from Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims and Other Secured Claims. For the avoidance of doubt, the Wind-Down Retained Causes of Action shall not include any Estate Causes of Action against the Released Parties that are released under Article VIII.A.

240. "Winning Bidder" means the Stalking Horse Purchaser.

B. Interpretation; Application of Definitions and Rules of Construction. For purposes of the Plan, unless otherwise provided herein: (1) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise provided in the Plan, any reference in the Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions; (3) any reference in the Plan to an existing document, schedule or exhibit filed or to be filed means such document, schedule or exhibit, as it may have been or may be amended, modified, or supplemented pursuant to the Plan; (4) any reference to a Person as a Holder of a Claim or Interest includes that Person's successors and assigns; (5) unless otherwise stated, all references in the Plan to Articles are references to Articles of the Plan, as the same may be amended or modified from time to time in accordance with the terms hereof; (6) the words "herein," "hereof," "hereto," "hereunder" and other words of similar import refer to the Plan as a whole and not to any particular Article or clause contained in the Plan; (7) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (8) 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; (9) any effectuating provisions regarding the Allowance of General Unsecured Claims may be interpreted by the Trustees in such a manner that is consistent with the overall purpose and intent of the Plan without further notice to or action, order, or approval of the Bankruptcy Court or any other Person, and such interpretation shall control in all respects to the extent permitted by the Trust Agreement, the TDP and the Plan, as applicable; (10) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (11) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (12) any reference to a Person's "subsidiaries" means its direct and indirect subsidiaries; and (13) in computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided herein, the provisions of Bankruptcy Rule 9006(a) shall apply.

C. 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, documents, instruments, or contracts, in which case the governing law of such agreement shall control); provided that corporate, limited liability company, or partnership governance matters relating to the Debtors shall be governed by the laws of the jurisdiction of incorporation or formation of the relevant Debtor.

D. Reference to Monetary Figures. All references in the Plan to monetary figures refer to currency of the United States of America, unless otherwise expressly provided.

E. Nonconsolidated Plan. Although for purposes of administrative convenience and efficiency the Plan has been Filed as a joint plan for the Debtors and presents together Classes of Claims against and Interests in the Debtors, the Plan does not provide for the substantive consolidation of any of the Debtors.

F. Controlling Document. In the event of any conflict between the terms and provisions in the Plan (without reference to the Plan Supplement), on the one hand, and the terms and provisions in the Disclosure Statement or the Plan Supplement, on the other hand, the Plan (without reference to the Plan Supplement) shall govern and control; *provided*, *however*, that in the event of a conflict between Confirmation Order, on the one hand, and any of the other Plan Documents, on the other hand, the Confirmation Order shall govern and control in all respects.

G. Consent Rights. Any and all consent or termination rights of the Required Consenting Lenders set forth in the Restructuring Support Agreement, the DIP Orders, or any Definitive Document with respect to the form and substance of the Plan, the Plan Supplement, the Sale Transaction Documents, and all 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, be fully enforceable as if stated in full herein, with such rights and remedies provided for in the Restructuring Support Agreement, the DIP Orders, or any other Definitive Document, as applicable, *provided*, *however*, that such rights shall not extend or apply to Trust Documents. For the avoidance of doubt, (i) nothing in this section impairs the Debtors' ability to modify, amend or withdraw this Plan as set forth in Article X, and (ii) nothing in this Plan shall be construed to limit, modify, or waive any of the rights referenced in this Article I.G.

ARTICLE II.
ADMINISTRATIVE AND PRIORITY CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Professional Fee Claims, DIP 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 of the Plan.

A. Administrative Claims.

1. Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors, to the extent an Allowed Administrative Claim has not already been paid in full or otherwise satisfied during the Chapter 11 Cases, each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims, Transaction Expenses, or DIP Claims) will receive in full and final satisfaction of its Allowed Administrative Claim an amount of Cash equal to the amount of the unpaid portion of such Allowed Administrative Claim in accordance with the following: (1) if such Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than 30 days after the date on which an order Allowing such Administrative Claim becomes a Final Order; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction or course of business giving rise to such Allowed Administrative Claim, without any further action by the Holder of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by the Holder of such Allowed Administrative Claim and the Debtors or the Wind-Down Officer, as applicable; or (5) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.Except for Professional Fee Claims, DIP Claims, and Transaction Expenses (which are addressed in Article II.B, Article II.D, and Article II.F, respectively), and unless previously Filed, requests for payment of Administrative Claims arising after January 10, 2025

must be Filed and served on the Wind-Down Officer no later than the Administrative Claim Bar Date or other bar date pursuant to the procedures specified in the Bar Date Order, this Plan, the Confirmation Order, and the notice of entry of the Confirmation Order. Objections to such requests must be Filed and served on the Wind-Down Officer (if the Wind-Down Officer is not the objecting party) and the requesting party on or before the Administrative Claim Objection Bar Date. If an objection is timely filed, after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior Bankruptcy Court orders, the Allowed amounts, if any, of Administrative Claims shall be determined by, and satisfied in accordance with, an order of the Bankruptcy Court that becomes a Final Order. If no objection is timely filed, each Administrative Claim shall be Allowed in the amount asserted in the Administrative Claim.Except for Professional Fee Claims, DIP Claims, and Transaction Expenses, Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request on or before the applicable Administrative Claim Bar Date or other date established by the Bar Date Order shall be Disputed and unless Allowed by a Final Order shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Estates, the Wind-Down Officer, or the property of any of the foregoing, and such Administrative Claims shall be deemed satisfied in full and released as of the Effective Date.Professional Fee Claims.

1. Final Fee Applications and Payment of Professional Fee Claims. All final requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than 30 days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, and prior Bankruptcy Court orders. The Professional Fee Claims shall be paid in Cash to the applicable Professionals from the funds held in the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed by an order of the Bankruptcy Court; *provided* that obligations with respect to Allowed Professional Fee Claims shall not be limited nor be deemed limited to funds held in the Professional Fee Escrow Account.

2. Professional Fee Escrow Account. As soon as is reasonably practicable after the Confirmation Date and no later than the Effective Date, the Debtors shall establish the Professional Fee Escrow Account and fund it with Cash equal to the Professional Fee Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, Claims, or Interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. No funds held in the Professional Fee Escrow Account shall be property of the Estates, the Debtors, or the Wind-Down Officer. Any amounts paid to professionals that are subject to the Fee Examiner's review during the Chapter 11 Cases that are subsequently recovered from such professionals following the Fee Examiner's review shall be placed into the Professional Fee Escrow Account. When all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full to the Professionals pursuant to one or more Final Orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account (including any funds held in the Funded Reserve Account (as defined in the DIP Orders)) shall be considered property of the Winning Bidder, without any further notice to or

action, order, or approval of the Bankruptcy Court or any other Entity, irrespective of whether such Allowed Professional Fee Claims have been irrevocably paid in full before or after the closing of the Sale Transaction.

3. Professional Fee Amount. The Professionals shall deliver to the Debtors a reasonable and good faith estimate of their fees and expenses incurred in rendering services to the Debtors before and as of the Confirmation Date projected to be unpaid as of the anticipated Effective Date and shall deliver such estimate no later than five Business Days prior to the anticipated Effective Date. For the avoidance of doubt, no such estimate shall be considered or deemed an admission or limitation with respect to the amount of the fees and expenses that are the subject of a Professional's final request for payment of Professional Fee Claims Filed with the Bankruptcy Court and Professionals are not bound to any extent by the estimates. If a Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Professional. The total aggregate amount so estimated to be outstanding as of the anticipated Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account; *provided* that the Wind-Down Officer shall use Cash from the Wind-Down Assets to increase the amount of the Professional Fee Escrow Account to the extent fee applications are Filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

4. Post-Confirmation Date Fees and Expenses. Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors 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 related to implementation of the Plan and Consummation incurred by the Debtors. The Debtors or the Wind-Down Officer, as applicable, shall pay, within ten Business Days after submission of a detailed invoice to the Debtors or Wind-Down Officer, as applicable, such reasonable claims for compensation or reimbursement of expenses incurred by the Professionals. If the Debtors or Wind-Down Officer, as applicable, dispute the reasonableness of any such invoice, the Debtors or Wind-Down Officer, as applicable, or the affected Professional may submit such dispute to the Bankruptcy Court for a determination of the reasonableness of any such invoice, and the disputed portion of such invoice shall not be paid until the dispute is resolved. From and after the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code or the interim compensation order in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

C. Statutory Fees. All Quarterly Fees that are due and owing as of the Effective Date shall be paid by the Debtors in full in Cash on the Effective Date. The Debtors shall file all monthly operating reports due prior to the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Wind-Down Officer shall cause to be filed with the Bankruptcy Court UST Form 11-PCR reports when they become due. After the Effective Date, the Wind-Down Officer shall pay all applicable Quarterly Fees in full in Cash when due and payable from the Wind-Down Assets. The Debtors shall remain obligated to pay any and all applicable Quarterly Fees until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code. The U.S. Trustee shall not be treated as providing any release under the Plan. Quarterly Fees are Allowed. The U.S. Trustee shall not be required to file any proof of claim or any request for administrative expense for Quarterly Fees. The provisions of this paragraph shall control notwithstanding any other provision(s) in the Plan to the contrary.

D. DIP Claims. Notwithstanding anything to the contrary herein, in full and final satisfaction, settlement, and release of and in exchange for release of all Allowed DIP Claims, on the Effective Date, each Allowed DIP Claim shall be credit bid in its entirety in accordance with the Stalking Horse APA and Restructuring Transactions Memorandum, and each holder of an Allowed DIP Claim shall receive New Takeback Debt in accordance with the DIP Takeback Exchange and Restructuring Transactions Memorandum; provided, that the Required Lenders (as defined in the DIP Credit Agreement Documents) may elect, by written notice to the Debtors (which may be via e-mail) before the Effective Date, to exchange up to the full amount of Allowed DIP Upsize Claims for New Interests in lieu of New Takeback Debt (the "DIP Upsize Equitization Election"). The DIP Claims shall be Allowed in the aggregate amount outstanding under the DIP Credit Agreement Documents as of the Effective Date. Upon satisfaction of all DIP Claims in accordance with the DIP Credit Agreement, all Liens and security interests granted by the Debtors to secure the DIP Claims shall be of no further force or effect.

E. Priority Tax Claims. Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtors against which such Allowed Priority Tax Claim is asserted agree to a less favorable treatment, in exchange for full and final satisfaction, settlement, and release of each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall receive, at the option of the Debtors (with the consent of the Winning Bidder), receive either: (i) the full unpaid amount of such Allowed Priority Tax Claim in Cash on the later of the Effective Date and the date on which such Priority Tax Claim becomes an Allowed Claim (or, if not then due, when such Allowed Priority Tax Claim is due); (ii) equal annual installment payments in Cash, of a total value equal to the Allowed amount of such Priority Tax Claim, over a period ending not later than five (5) years after the Petition Date, or (iii) otherwise treated in accordance with section 1129(a)(9)(C) of the Bankruptcy Code.

F. Transaction Expenses. Subject to the review of any Fee Examiner appointed in the Chapter 11 Cases, if applicable, or any agreement reached with such Fee Examiner, without the filing of any retention applications, fee applications, or any other applications in the Chapter 11 Cases, and without any requirement for Bankruptcy Court review or approval, on the Effective Date, the Debtors shall pay in full in Cash any outstanding Transaction Expenses. To the extent there is a dispute with respect to any Transaction Expenses, the Bankruptcy Court shall have jurisdiction to resolve any such dispute regarding the allowability of Transaction Expenses.

ARTICLE III.
CLASSIFICATION, TREATMENT, AND VOTING OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests.

1. Classification in General. The Plan constitutes a separate Plan for each Debtor. Except for the Claims addressed in Article II of the Plan, all Claims against and Interests in the Debtors are classified in the Classes set forth in this Article III for all purposes, including

voting, Confirmation, and distributions pursuant to the Plan and 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(es) to the extent that any portion of the Claim or Interest qualifies within the description of such other Class(es). A Claim or an Interest is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

2. Summary of Classification. A summary of the classification of Claims against and Interests in each Debtor pursuant to the Plan is set forth in the following chart. This Plan constitutes a separate chapter 11 plan for each Debtor, and accordingly, the classification of Claims and Interests set forth below applies separately to each of the Debtors. Except for the Claims addressed in Article II (or as otherwise set forth herein), all Claims against and Interests in a particular Debtor are placed in Classes for each of the Debtors. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims, Professional Fee Claims, DIP Claims, and Priority Tax Claims, as described in Article II. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class, and any such Class shall be treated as set forth in Article III.E hereof.

Class	Claim or Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Priority Non-Tax Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	Prepetition Pari 1L Claims	Impaired	Entitled to Vote
4A	PI/WD Claims	Impaired	Entitled to Vote
4B	Commercial GUC Claims	Impaired	Entitled to Vote
5	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
6	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
7	Intercompany Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
8	Prepetition Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Classes of Claims and Interests.

Subject to Article IV hereof, each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction and release of, and in exchange for, such Holder's Allowed Claim or Allowed Interest, as applicable, except to the extent different treatment is agreed to by the Debtors and the Holder of such Allowed Claim or Allowed Interest, as applicable, and such Allowed Claims and Allowed Interests shall be subject to the injunctions contained in Article VIII.E of this Plan. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the later of the Effective Date and the date such Holder's Claim or Interest becomes an Allowed Claim or Allowed Interest.

1. Class 1—Other Secured Claims.

a. Classification: Class 1 consists of all Other Secured Claims.

b. Treatment: On the Effective Date, or as soon as practicable thereafter, each Holder of an Allowed Other Secured Claim shall receive, at the option of the applicable Debtor or the Wind-Down Officer, as applicable, and with the consent of the Winning Bidder: (i) payment in full in Cash, (ii) the collateral securing such Allowed Other Secured Claim, or (iii) such other treatment as to render such Allowed Other Secured Claim Unimpaired, *provided* that if any such Allowed Other Secured Claim is Secured by an Acquired Asset, such choice of treatment will be with the consent of the Winning Bidder.

c. Voting: Class 1 is Unimpaired under the Plan. Holders of Other Secured Claims will be conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Other Secured Claims will not be entitled to vote to accept or reject the Plan.

2. Class 2—Priority Non-Tax Claims.

a. Classification: Class 2 consists of all Priority Non-Tax Claims.

b. Treatment: On the Effective Date, or as soon as practicable thereafter, each Holder of an Allowed Priority Non-Tax Claim shall receive, at the option of the applicable Debtor or the Wind-Down Officer, as applicable: (i) payment in full in Cash of the unpaid portion of its Priority Non-Tax Claim on the later of the Effective Date and such date such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or (ii) such other treatment as to render such Allowed Priority Non-Tax Claim Unimpaired.

c. Voting: Class 2 is Unimpaired under the Plan. Holders of Priority Non-Tax Claims will be conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Priority Non-Tax Claims will not be entitled to vote to accept or reject the Plan.

3. Class 3—Prepetition Pari 1L Claims.

a. Classification: Class 3 consists of all Prepetition Pari 1L Claims.

b. Allowance: Subject to Article IV.A.4, the Prepetition First Lien Claims shall be Allowed in an amount equal to (i) $317,098,047.14 on account of the Prepetition First Lien Claims, (ii) $28,534,672.27 on account of the Prepetition Sidecar Claims other than the Prepetition Sidecar Claims on account of the Exit Fee and the Applicable Premium, and (iii) $5,028,000 in the aggregate on account of the Exit Fee and Applicable Premium.

c. Treatment: On the Effective Date, each Holder of an Allowed Prepetition Pari 1L Claim shall receive, in accordance with the Sale Transaction Documents, its Pro Rata share of 100% of the New Interests (subject to dilution by the Management Incentive Plan, the DIP Upsize Equitization Election, and the Backstop Commitment Premium (as defined in the DIP Orders)).

d. Voting: Holders of Prepetition Pari 1L Claims are entitled to vote to accept or reject the Plan.

4. Class 4A—PI/WD Claims.

a. Classification: Class 4A consists of all PI/WD Claims.

b. Treatment: As of the Effective Date, all PI/WD Claims shall automatically and, without further act, deed, or court order, be incurred in full and assumed by the Settlement Trust. Subject to the Trust Documents, each Holder of an Allowed PI/WD Claim shall be entitled to receive its Pro Rata share of the Distributable Value of the Settlement Trust with all other Allowed PI/WD Claims. Holders of Allowed PI/WD Claims against the Debtors shall not receive any payment from the Settlement Trust unless and until such Claims are resolved in accordance with the Trust Documents, including the TDPs applicable to PI/WD Claims. The terms, provisions and procedures set forth in the TDPs applicable to PI/WD Claims shall establish the method by which PI/WD Claims against the Debtors will be submitted, processed, liquidated and, if applicable, paid.

c. Voting: Class 4A is Impaired under the Plan. Holders of PI/WD Claims are entitled to vote to accept or reject the Plan.

5. Class 4B—Commercial GUC Claims.

a. Classification: Class 4B consists of all Commercial GUC Claims.

b. Treatment: As of the Effective Date, all Commercial GUC Claims shall automatically and, without further act, deed, or court order, be incurred in full and assumed by the Commercial GUC Trust. Subject to the Trust Documents, each Holder of an Allowed Commercial GUC Claim shall be entitled to receive its Pro Rata share of the Distributable Value of the Commercial GUC Trust with all other Allowed Commercial GUC Claims. Holders of Allowed Commercial GUC Claims against the Debtors shall not receive any payment from the Commercial GUC Trust unless and until such Claims are resolved in accordance with the Trust Documents, including the TPDs applicable to Commercial GUC Claims. The terms, provisions and procedures set forth in the TDPs applicable to Commercial GUC Claims shall establish the method by which

Commercial GUC Claims against the Debtors will be submitted, processed, liquidated and, if applicable, paid.

c. Voting: Class 4B is Impaired under the Plan. Holders of Commercial GUC Claims are entitled to vote to accept or reject the Plan.

6. Class 5—Section 510(b) Claims.

a. Classification: Class 5 consists of all Section 510(b) Claims.

b. Treatment: On the Effective Date, each Holder of a Section 510(b) Claim, if any, will not receive any distribution on account of such Section 510(b) Claims.

c. Voting: Class 5 is Impaired under the Plan. Holders (if any) of Section 510(b) Claims will be conclusively deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code. Therefore, such Holders (if any) will not be entitled to vote to accept or reject the Plan.

7. Class 6—Intercompany Claims.

a. Classification: Class 6 consists of all Intercompany Claims.

b. Treatment: On the Effective Date, except to the extent that an Intercompany Claim is assumed by or sold to the Winning Bidder in the Sale Transaction, each Intercompany Claim shall, with the consent of the Winning Bidder, either be cancelled, released, reinstated, contributed, distributed, transferred, set off, settled, or otherwise addressed. No distributions shall be made on account of Intercompany Claims.

c. Voting: Holders of Intercompany Claims are Impaired, and such Holders of Intercompany Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Claims are not entitled to vote to accept or reject the Plan.

8. Class 7—Intercompany Interests.

a. Classification: Class 7 consists of all Intercompany Claims.

b. Treatment: On the Effective Date, each Allowed Intercompany Interest shall, with the consent of the Winning Bidder, either be cancelled, released, extinguished, reinstated, transferred, set off, settled, or otherwise addressed pursuant to the Sale Transaction such that such Intercompany Interests are, to the extent reasonably practicable, treated in a tax-efficient manner. Each Holder of an Intercompany Interest shall not receive or retain any distribution, property, or other value on account of its Intercompany Interest.

c. Voting: Holders of Allowed Intercompany Interests are Impaired, and such Holders of Intercompany Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Interests are not entitled to vote to accept or reject the Plan.

9. Class 8—Prepetition Equity Interests.

a. Classification: Class 8 consists of all Prepetition Equity Interests.

b. Treatment: On the Effective Date, each Prepetition Equity Interests shall be cancelled, and the Holders thereof shall not receive or retain any property on account of such interests under the Plan.

c. Voting: Holders of Prepetition Equity Interests will be conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Prepetition Equity Interests will not be entitled to vote to accept or reject the Plan.

C. Special Provision Regarding Prepetition Sidecar Claims. The allowance of the Prepetition Sidecar Claims under the Plan (including Article III.B.3) or the Confirmation Order shall not constitute an adjudication or determination of any facts or legal theories relevant to, bar under any preclusion doctrine (including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise)), provide a defense to, or otherwise impair in any respect, any Retained Causes of Action against the Prepetition Sidecar Lenders, all of which Retained Causes of Action are expressly preserved, provided, however, that the allowance of the Prepetition Sidecar Claims under and subject to Article III.B.3 shall moot the Prepetition Sidecar Objection to the extent that it seeks to recharacterize as equity and/or Disallow the Prepetition Sidecar Claims. Further, as consideration for the allowance of the Prepetition Sidecar Claims hereunder, the scheduled General Unsecured Claim of $3,143,493.12 asserted by TPG Holdings II Sub, LP as reflected in the Debtors' Statement of Assets and Liabilities (Docket No. 193) and the Proofs of Claim filed by TPG VII Management, LLC, on behalf of itself, affiliates, and managed accounts and funds asserting General Unsecured Claims in the amount of $11,338,515.60 in connection with the Management Services Agreement by and between Osteon Holdings, Inc., Osteon Intermediate Holdings I, Inc., Osteon Intermediate Holdings II, Inc., Exactech, Inc. and TPG dated February 14, 2018, may not be used to seek or obtain any affirmative monetary recovery from the Debtors, the Estates, or the Trusts, *provided*, *however*, that all rights of setoff or recoupment held by such Entities for such Claims against the Debtors (if any) are reserved to the extent they have been reserved as required by applicable law prior to the Confirmation Date.

D. Special Provision Governing Unimpaired Claims. Except as otherwise provided in the Plan, nothing in the Plan shall affect the Debtors' or the Wind-Down Officer's rights in respect of any Claims that are Unimpaired, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any Unimpaired Claims. Unless otherwise Allowed, Unimpaired Claims shall remain Disputed Claims under the Plan.

E. Elimination of Vacant Classes. Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest, as applicable, or a Claim or Interest, as applicable, temporarily Allowed by the Bankruptcy Court in an amount greater than zero as of the date of the Confirmation Hearing shall be considered vacant and deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

F. Voting Classes; Presumed Acceptance by Non-Voting Classes. If a Class contains Claims eligible to vote and no Holder of Claims eligible to vote in such Class votes to accept or reject the Plan, the Plan shall be presumed accepted by the Holders of such Claims in such Class.

G. Subordinated Claims. Except as expressly provided herein, the allowance, classification, and treatment of all Claims and Interests and the respective distributions thereon and treatments thereof under the Plan take into account and conform to the relative priority and rights of such Claims and Interests in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

H. Intercompany Interests. To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience and for the ultimate benefit of the Winning Bidder, and in exchange for the Debtors' agreement under the Plan to use certain funds and assets as set forth in the Plan to make certain distributions and satisfy certain obligations of certain other Debtors to the Holders of certain Allowed Claims.

I. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code. Section 1129(a)(10) of the Bankruptcy Code will be satisfied for purposes of Confirmation by acceptance of the Plan by at least one Impaired Class of Claims. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims to render such Class of Claims Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN

A. Restructuring Transactions. On the Effective Date, the Debtors shall take all actions set forth in the Restructuring Transactions Memorandum, and enter into any transaction and take any reasonable actions as may be necessary or appropriate to effect the transactions described herein, including, as applicable: (i) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and the Plan Supplement and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and the Plan Supplement and having other terms for which the applicable Entities agree; (iii) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial law; and (iv) all other actions that the Debtors, Exactech NewCo, and the Required Consenting Lenders determine to be necessary or appropriate in connection with the consummation of the Sale Transaction, including making filings or recordings that may be required by applicable law in connection with the Sale Transaction, the Plan, or the Plan Supplement. The Sale Order and the Confirmation Order shall and shall be deemed to, pursuant to sections 1123 and 363 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, and the Restructuring Transactions, including the Sale Transaction.

1. <u>JointMedica Interests</u>. TPG shall support (a) the transfer of all of the Debtors' interests in JointMedica Limited (including the Distribution Agreement (as defined below) and related agreements) to the Stalking Horse Purchaser, provide or obtain any consents related thereto, and take other actions to effectuate such transfer (or cause the JointMedica entities to do so), to the extent necessary and (b) all efforts to assign the Distribution Agreement to the Stalking Horse Purchaser and shall waive its termination rights arising thereunder from the sale of the Debtors' assets pursuant to the Sale Transaction. The Confirmation Order shall, pursuant to section 1142(b) of the Bankruptcy Code, direct the Debtors and JointMedica, JointMedica Holdings, and any other necessary parties to provide any required consent, execute any necessary instrument, or make any necessary resolution or acknowledgement to effectuate the transfer to the Stalking Horse Purchaser of all of the Debtors' rights and interests in JointMedica Limited (including stock or other equity interests) and the assumption, assignment, or other transfer to the Stalking Horse Purchaser of any and all agreements between the Debtors and JointMedica Limited and JointMedica Holdings, including the Amended and Restated Distribution Agreement dated as of August 23, 2023, by and between Exactech and JointMedica Limited (the "<u>Distribution Agreement</u>"). The adversary proceeding captioned *Exactech, Inc. et al. v. JointMedica Limited et al.*, Adv. Pro. No. 24-50297 (LSS) shall be held in abeyance. If the Plan is confirmed, the adversary proceeding shall be dismissed with prejudice. If the Plan is not confirmed, the adversary proceeding shall resume according to a scheduling order, which shall be mutually agreed by the parties in good faith, and subject to approval of the Bankruptcy Court. For the avoidance of doubt, the assumption, assignment, or other transfer to the Stalking Horse Purchaser of any and all agreements between the Debtors and JointMedica Limited and JointMedica Holdings, including the Distribution Agreement, shall not constitute an adjudication or determination of any facts or legal theories relevant to, bar under any preclusion doctrine (including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise)), provide a defense to, or otherwise impair in any respect, any Retained Causes of Action against TPG or its Related Parties, in their capacity as such.

2. <u>Sale Transaction</u>. On the Effective Date, the Debtors shall consummate the Sale Transaction and, among other things, the Acquired Assets and Assumed Liabilities shall be

transferred to and vest in Exactech NewCo free and clear of all Liens, Claims, charges, rights of setoff, interests, or other encumbrances (except as provided in the Sale Transaction Documents) pursuant to sections 363(f), 1123(b)(4), and 1141(c) of the Bankruptcy Code and in accordance with the terms of the Sale Order, the Confirmation Order, the Plan, the Plan Supplement, and the Sale Transaction Documents. In exchange, Exactech NewCo shall pay to the Debtors the Sale Proceeds in accordance with the Sale Transaction Documents and subject to the terms and conditions set forth therein.

3. Acquired Policies. On the Effective Date, the Debtors shall assume and assign to Exactech NewCo, solely to the extent set forth in the Sale Transaction Documents, all of the Acquired Policies and any agreements, documents, and instruments relating thereto in their entirety, including all of the Debtors' obligations thereunder regardless of when such obligations arise, pursuant to sections 105 and 365 of the Bankruptcy Code and subject to the terms of the applicable insurance policies, any agreement, documents, or instruments relating thereto, or applicable non-bankruptcy law (which may require the express written consent of the applicable insurer). Nothing in the Plan or the Plan Supplement alters, modifies, or otherwise amends the terms and conditions of (or the coverage provided by or obligations of the Debtors) the Acquired Policies or the duty, if any, that the insurers have to pay claims covered by such Acquired Policies and their right to seek payment or reimbursement from Exactech NewCo solely to the extent such Acquired Policies are assumed and assigned to Exactech NewCo under the Sale Transaction Documents and in accordance with this Article IV.A.3) or draw on any collateral or security therefor. Nothing in the Plan or the Plan Supplement shall alter, modify, amend, affect, impair, or prejudice the legal, equitable, or contractual rights, obligations, and defenses of the insurers, or any other individual or entity, as applicable, under any of such Acquired Policies and related agreements, including any agreement to arbitrate disputes. As to the Acquired Policies, the insurers and third-party administrators shall not need to nor be required to file or serve a cure objection or a request, application, claim, Proof of Claim, or motion for payment and shall not be subject to any claims bar date or similar deadline governing cure amounts or Claims.

4. Prepetition Sidecar Claims. If TPG or its Related Parties object to the Confirmation of the Plan for any reason, then the Prepetition Sidecar Claims shall be treated as subject to objection and shall not be Allowed under the Plan (including Article III.B.3) and the Bankruptcy Code unless and until the Sidecar Claim Objection has been fully adjudicated. If the Prepetition Sidecar Claims are Disallowed, then the Pro Rata share of the New Interests allocated to the Holders of the Prepetition First Lien Claims shall be determined without reference to the Prepetition Sidecar Claims.

5. The New Takeback Debt. On the Effective Date, (a) Exactech NewCo (or such other entity issuing such debt pursuant to the Restructuring Transactions Memorandum) will issue the New Takeback Debt to the Holders of DIP Claims, in accordance with the Restructuring Transactions Memorandum, and (b) the DIP Takeback Exchange shall occur.

6. Closing of Sale Transaction and Use of Cash. On the Effective Date, the Debtors shall be authorized to consummate the Sale Transaction with the Winning Bidder pursuant to the terms of the applicable Sale Transaction Documents, subject to the Restructuring Transactions Memorandum, including, without limitation, (a) selling the Acquired Assets free and clear of Claims, Liens, and other encumbrances except to the extent set forth in the Sale

Transaction Documents (including with respect to the Assumed Liabilities) and (b) assuming the Assigned Executory Contracts and Unexpired Leases and assigning them to Exactech NewCo in accordance with the Sale Transaction Documents and the Assigned Executory Contracts and Unexpired Lease List. For the avoidance of doubt, none of the Selling Debtors' Cash or cash collateral shall be used to satisfy any Administrative Claims, excluding Professional Fee Claims, solely at Osteon Intermediate Holdings I, Inc. or Osteon Holdings, Inc., except as otherwise permitted in the DIP Credit Agreement Documents.

7. Privileged Information of Exactech NewCo. On the Effective Date, any attorney-client privilege, work-product privilege, common-interest communications with Insurance Companies, protection or privilege granted by joint defense, common interest, and/or other privilege or immunity of the Debtor relating, in whole or in part, to the Acquired Assets or Assumed Liabilities shall be irrevocably transferred to and vested in Exactech NewCo. Exactech NewCo shall have the same rights as the Debtors in Privileged Information relating to the Acquired Assets or Assumed Liabilities, as applicable. Exactech NewCo's rights in the Privileged Information will remain subject to the rights of third parties under applicable law, including any rights arising from the common interest doctrine, the joint defense doctrine, joint attorney-client representation, or any agreement. Without limiting the foregoing, prior to taking any action that could affect any privilege in which a third party may have rights, Exactech NewCo shall provide such third parties with reasonable written notice.

B. Wind-Down Officer.

1. Appointment. On the Effective Date, the Wind-Down Officer shall be appointed by the Unsecured Creditors' Committee for the purpose of conducting the Wind-Down and shall succeed to such powers and privileges as would have been applicable to the Debtors' officers, directors, and shareholders, and the Debtors. Upon the conclusion of the Wind-Down, the Debtors shall be dissolved by the Wind-Down Officer. The Wind-Down Officer shall act for the Debtors in the same fiduciary capacity as applicable to a board of directors or managers and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, articles of incorporation or by-laws, and related documents, as applicable, are deemed amended pursuant to the Plan to permit and authorize the same). From and after the Effective Date, the Wind-Down Officer shall be a representative of and shall act for the post-Effective Date Debtors and their Estates, including as sole director or manager and sole officer.

2. Responsibilities. Among other things, the Wind-Down Officer shall be responsible for: (a) implementing the Wind-Down as expeditiously as reasonably possible and administering the liquidation of the post-Effective Date Debtors and their Estates and of any assets held by the post-Effective Date Debtors and their Estates after consummation of the Sale Transaction, (b) resolving any Disputed Wind-Down Claims and undertaking a good faith effort to reconcile and settle Disputed Wind-Down Claims, (c) making distributions on account of Allowed Wind-Down Claims in accordance with the Plan, (d) filing appropriate tax returns, and (e) otherwise administering the Plan, in each case to the extent set forth in the Wind-Down Agreement.

3. Authority. On and after the Effective Date, the Wind-Down Officer will be authorized to implement the Plan, and the Wind-Down Officer shall have the power and authority

to take any reasonable action necessary to implement the Wind-Down. On and after the Effective Date, the Wind-Down Officer shall cause the Debtors to comply with, and abide by, the terms of the Plan, and take such other reasonable actions as the Wind-Down Officer may determine to be necessary or desirable to carry out the purposes of the Plan. Except to the extent necessary to carry out the purposes of the Plan or complete the Wind-Down, from and after the Effective Date, the Debtors (a) 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 to effectuate such withdrawal, (b) shall be deemed to have cancelled pursuant to this Plan all Prepetition Equity Interests, and (c) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date. The filing of the final monthly operating or disbursement report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Wind-Down Officer, *provided*, *however*, that no Debtor shall be relieved of any duty under applicable law to file any post-confirmation report or pay any U.S. Trustee Fees.

4. Tax Returns. After the Effective Date, the Wind-Down Officer shall complete and file all final or otherwise required federal, state, provincial, and local tax returns for each of the Debtors.

C. Termination of Wind-Down Officer Duties; Dissolution of Debtors. Upon a certification to be Filed with the Bankruptcy Court by the Wind-Down Officer of all distributions having been made and completion of all its duties under the Plan and entry of a final decree closing the last of the Chapter 11 Cases, the Wind-Down Officer shall be discharged without any further action, including the filing of any documents with the secretary of state for the state in which the Debtors are formed or any other jurisdiction. Notwithstanding the foregoing, the Wind-Down Officer shall retain the authority to take all necessary actions to dissolve the Debtors and their wholly-owned subsidiaries in, and withdraw the Debtors and their wholly-owned subsidiaries from, applicable states and provinces to the extent required by applicable law, without the necessity for any other or further actions to be taken by or on behalf of such dissolving Entity or its shareholder or any payments to be made in connection therewith, other than the filing of a certificate of dissolution with the appropriate governmental authorities, pursuant to Section 303 of the Delaware General Corporation Law codified at title 8 of the Delaware Code or other applicable state or international law. Any funds remaining in the Debtors at the time of dissolution shall be transferred to the Settlement Trust, subject to any reversionary interests of the Stalking Horse Purchaser in the Professional Fee Escrow.

D. Establishment of the Trusts. On or before the Effective Date, the Trust Agreements shall be executed, and all other necessary steps shall be taken to create the Trusts. On the Effective Date, the Trusts shall be automatically appointed as representatives of the Debtors' Estates pursuant to sections 1123(a)(5), (a)(7), and (b)(3)(B) of the Bankruptcy Code for the purposes set forth in the Trust Agreements. From and after the Effective Date, the Trusts shall succeed to all rights, privileges, and powers of the Debtors and their Estates with respect to the applicable Trust Assets, including the Settlement Trust Causes of Action, the Commercial GUC Trust Causes of Action, and the Insurance Actions. The Settlement Trust shall be substituted and will replace the Debtors, their Estate, and the Unsecured Creditors' Committee in all Settlement Trust Causes of Action and Insurance Actions, whether or not such Causes of Action are pending in filed litigation.

E. Certain Tax Matters of the Trusts.

1. Settlement Trust. The Settlement Trust is intended to qualify as a "qualified settlement fund" within the meaning of the Treasury Regulations issued under Section 468B of the Internal Revenue Code. The Settlement Trustee shall be the "administrator" of the Settlement Trust as such term is used in Treasury Regulation Section 1.468B-2(k)(3) and shall be responsible for filing all tax returns of the Settlement Trust. The Settlement Trust shall be responsible for the payment of any taxes imposed on the Settlement Trust or the Settlement Trust Assets, including estimated and annual U.S. federal income taxes in accordance with the terms of the Settlement Trust Agreement. The Settlement Trustee may request an expedited determination of taxes on the Settlement Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Settlement Trust for all taxable periods through the dissolution of the Settlement Trust.

2. Commercial GUC Trust. The Commercial GUC Trust shall be established to liquidate the Commercial GUC Trust Assets and make distributions in accordance with the Plan, Confirmation Order, and Commercial GUC Trust Agreement, and in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Commercial GUC Trust. The Commercial GUC Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treasury Regulations Section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, and thus, as a "grantor trust" within the meaning of Sections 671 through 679 of the Internal Revenue Code. Accordingly, the beneficiaries of the Commercial GUC Trust shall be treated for U.S. federal income tax purposes (1) as direct recipients of undivided interests in the Commercial GUC Trust Assets (other than to the extent the Commercial GUC Trust Assets are allocable to Disputed Claims) and as having immediately contributed such assets to the Commercial GUC Trust, and (2) thereafter, as the grantors and deemed owners of the Commercial GUC Trust and thus, the direct owners of an undivided interest in the Commercial GUC Trust Assets (other than such Commercial GUC Trust Assets that are allocable to Disputed Claims).

The Commercial GUC Trustee shall file tax returns for the Commercial GUC Trust as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a) and in accordance with the Plan. The Commercial GUC Trust's items of taxable income, gain, loss, deduction, and/or credit (other than such items in respect of any assets allocable to, or retained on account of, Disputed Claims) will be allocated to each holder in accordance with their relative ownership of Commercial GUC Trust interests. As soon as possible after the Effective Date, the Commercial GUC Trustee shall make a good faith valuation of the Commercial GUC Trust Assets and such valuation shall be used consistently by all parties for all U.S. federal income tax purposes. The Commercial GUC Trustee may request an expedited determination of taxes on the Commercial GUC Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Commercial GUC Trust for all taxable periods through the dissolution of the Commercial GUC Trust. The Commercial GUC Trustee (1) may timely elect to treat any Commercial GUC Trust Assets allocable to Disputed Claims as a "disputed ownership fund" governed by Treasury Regulations Section 1.468B-9, and (2) to the extent permitted by applicable law, shall report consistently for state and local income tax purposes. If a "disputed ownership fund" election is made, all parties (including the Commercial GUC Trustee and the holders of Commercial GUC Trust interests) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing.

The Commercial GUC Trustee shall file all income tax returns with respect to any income attributable to a "disputed ownership fund" and shall pay the U.S. federal, state, and local income taxes attributable to such disputed ownership fund based on the items of income, deduction, credit, or loss allocable thereto.

F. Purposes of the Trusts.

1. Settlement Trust. The purpose of the Settlement Trust shall be to (a) hold, manage, protect and monetize the Settlement Trust Assets and (b) administer, process and satisfy all PI/WD Claims, which for the avoidance of doubt shall be submitted exclusively to the Settlement Trust and satisfied by the Settlement Trust in accordance with the terms, provisions and procedures of the TDP. The Settlement Trust shall have the exclusive power and authority to, among other things, in accordance with the Trust Documents: (i) hold, manage, protect and monetize Settlement Trust Assets; (ii) solely in its capacity as a disbursing agent, make such transfers to the Commercial GUC Trust as required so that the Commercial GUC Trust receives the Commercial GUC Trust Pro Rata Share; (iii) commence, prosecute, and settle all Settlement Trust Causes of Action and Insurance Actions; and (iv) perform all actions and execute all agreements, instruments and other documents necessary to effectuate the purpose of the Settlement Trust and carry out the provisions of the Plan relating to the Settlement Trust.

2. Commercial GUC Trust. The purpose of the Commercial GUC Trust shall be consistent with the first paragraph of Article IV.E.2 above and as set forth more specifically in the Commercial GUC Trust Agreement, including to administer, process and satisfy the Commercial GUC Claims, which for the avoidance of doubt shall be submitted exclusively to, and satisfied by, the Commercial GUC Trust in accordance with the Plan and the Commercial GUC Trust Agreement. In accordance with the Plan Documents and Trust Documents, the Commercial GUC Trust shall have the exclusive power and authority to administer, process and satisfy the Commercial GUC Claims and make Distributions on account of the Commercial GUC Claims and commence, prosecuted, and settle all Commercial GUC Causes of Action. In furtherance of the foregoing, the Commercial GUC Trust shall have all defenses, cross-claims, offsets and recoupments, as well as rights of indemnification, contribution, subrogation and similar rights regarding all Commercial GUC Claims that the Debtors have or would have had under applicable law. The Commercial GUC Trust shall be entitled to receive such transfers of fund as required on account of the Commercial GUC Trust Pro Rata Share from the Settlement Trust in accordance with the terms set forth in the Trust Documents.

3. Sharing of Trust Documents. The Settlement Trust shall make all documents, including the Data Transfer Documents, available to the Commercial GUC Trustee that are necessary for the Commercial GUC Trustee to perform its obligations under the Plan and the Commercial GUC Trust Agreement.

G. Funding of the Trusts. On the Effective Date, the Settlement Trust shall be funded with the Settlement Trust Assets and the Commercial GUC Trust shall be funded with the Commercial GUC Trust Assets. From and after the Effective Date, the Settlement Trust shall, solely in its capacity as disbursing agent, make such transfers to the Commercial GUC Trust as required so that the Commercial GUC Trust receives the Commercial GUC Trust Pro Rata Share.

H. Privileged Information of the Trusts. On the Effective Date, any attorney-client privilege, work-product privilege, common-interest communications with Insurance Companies, protection or privilege granted by joint defense, common interest, and/or other privilege or immunity of the Debtor relating, in whole or in part, to the PI/WD Claims, the Settlement Trust Assets (including the Settlement Trust Causes of Action), or the Insurance Actions shall be irrevocably transferred to and vested in the Settlement Trust. On the Effective Date, any attorney-client privilege, work-product privilege, common-interest communications with Insurance Companies, protection or privilege granted by joint defense, common interest, and/or other privilege or immunity of the Debtor relating, in whole or in part, to the Commercial GUC Claims or the Commercial GUC Trust Assets (including the Commercial GUC Trust Causes of Action) shall be irrevocably transferred to and vested in the Trusts. The Trusts shall have the same rights as the Debtors in Privileged Information relating to the General Unsecured Claims and the Trust Assets. The Trusts' rights in the Privileged Information will remain subject to the rights of third parties under applicable law, including any rights arising from the common interest doctrine, the joint defense doctrine, joint attorney-client representation, or any agreement. Without limiting the foregoing, prior to taking any action that could affect any privilege in which a third party may have rights, the Trust shall provide such third parties with reasonable written notice.

I. Trustees.

1. Settlement Trustee. The Settlement Trust shall be governed by the Settlement Trustee. The powers and duties of the Settlement Trustee shall include, but shall not be limited to, those powers, duties and responsibilities vested in the Settlement Trustee pursuant to the terms of the Settlement Trust Agreement, and shall include the authority to: (a) hold, manage, protect, and monetize the Settlement Trust Assets; (b) cause the transfer, solely in the Settlement Trust's capacity as disbursing agent, of the Commercial GUC Trust Pro Rata Share as required to the Commercial GUC Trust; (d) carry out the provisions of the Plan relating to the Settlement Trust, including commencing, prosecuting, and settling all Settlement Trust Causes of Action and Insurance Actions; and (e) perform all actions and execute all agreements, instruments and other documents necessary to effectuate the purpose of the Settlement Trust. The preceding list of powers, duties, and responsibilities of the Settlement Trustee is non-exclusive and the powers, rights and responsibilities of the Settlement Trustee shall be further specified in the Settlement Trust Agreement.

2. Commercial GUC Trustee. The Commercial GUC Trust shall be governed by Commercial GUC Trustee. The Commercial GUC Trustee shall have the powers and duties conferred to him or her pursuant to the Commercial GUC Trust Agreement and shall have authority to request modification by the Bankruptcy Court of the Commercial GUC Trust Pro-Rata Share or the Settlement Trust Pro-Rata Share.

3. Pro Rata Share Redetermination. The Commercial GUC Trust Pro Rata Share and the Settlement Pro Rata Share are intended to result in a Pro Rata recovery across the Holders of Allowed Claims in Classes 4A and 4B. For the purposes of the Effective Date, the initial percentage calculation has been established based on the estimation and/or evaluation of the

Unsecured Creditors' Committee and its professionals. After the Effective Date, the Trustees are authorized to seek Bankruptcy Court approval of modifications to the Commercial GUC Pro Rata Share and the Settlement Pro Rata Share to reflect the aggregate liquidated value of Allowed Claims in Classes 4A and 4B.

J. Trust Advisory Committee. On the Effective Date and pursuant to the Settlement Trust Agreement, the Trust Advisory Committee (as defined in the Settlement Trust Agreement) shall be established. The Trust Advisory Committee shall serve in a fiduciary capacity in the administration of the Settlement Trust and have such rights of with respect to consultation and consent as set forth in the Settlement Trust Agreement. The members of the Trust Advisory Committee shall not be entitled to compensation for their services but will be entitled to reimbursement from the Settlement Trust for reasonable and documented ordinary and customary out-of-pocket expenses in accordance with the Settlement Trust Agreement.

K. Vesting of Trust Assets. As of the Effective Date, (i) the Settlement Trust Assets, including the Settlement Trust Causes of Action, shall vest in the Settlement Trust, and (ii) the Commercial GUC Trust Assets, including the Commercial GUC Trust Causes of Action, shall vest in the Commercial GUC Trust, in each case free and clear of all Liens, Claims, Encumbrances, charges or other interests to the extent permitted by section 1141 of the Bankruptcy Code. Notwithstanding anything herein to the contrary, the transfer of the Settlement Trust Assets and the Commercial GUC Trust Assets to the Settlement Trust and the Commercial GUC Trust Assets, as applicable, shall not diminish, and fully preserves, any rights and defenses the Debtors would have if such assets had been retained by the Debtors. The Settlement Trust and the Settlement Trustee, as applicable, through their authorized agents or representatives, shall retain and may exclusively enforce the Settlement Trust Causes of Action vested, transferred, or assigned to such entity on behalf of both the Settlement Trust. The Settlement Trust or the Settlement Trustee, as applicable, shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Settlement Trust Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court. For the avoidance of doubt, subject to the provisions of this Plan, the Trust Assets will not be deemed property of the post-Effective Date Debtors.

L. Data Transfer. In connection with the Confirmation of the Plan and prior to the Effective Date, the Debtors shall cooperate in good faith in connection with the Data Transfer, including to determine a mutually agreeable process for effectuating the Data Transfer on or before the Effective Date. For the avoidance of doubt, the completion of the Data Transfer is a condition to the Plan going effective under Article IX.A.17 and shall be completed prior to the Effective Date.

M. Adequate Disclosure. The Confirmation Order shall provide that all Settlement Trust Causes of Action, Commercial GUC Trust Causes of Action, and Wind-Down Retained Causes of Action have been sufficiently and adequately disclosed in the Chapter 11 Cases for all purposes necessary to satisfy the requirements of the standard set forth in *Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414 (3d Cir. 1988) such that no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), shall apply to prevent the Trusts or the Wind-Down Officer from initiating, filing, prosecuting, enforcing, abandoning, settling, compromising, releasing, withdrawing, or litigating to judgment any such Causes of Action.

N. The Settlement Trust TDP. On the Effective Date, the Settlement Trust shall implement the TDP in accordance with the terms of the Settlement Trust Agreement. On or after the Effective Date, the Settlement Trustee shall have the authority to administer, amend, supplement, or modify the applicable TDP in a manner consistent with the Plan and in accordance with the terms thereof and the Settlement Trust Agreement. The TDP shall be binding on all Holders of PI/WD Claims. Allowed Claims under the TDP shall be solely enforceable against the Settlement Trust. The Allowed amount of any PI/WD Claim shall be the amount determined under the TDP. Allowed PI/WD Claims under the TDP shall be legally enforceable against the Settlement Trust. The amount of any installment payments, initial payments, or payments based on payment percentages established under the Settlement Trust Agreement, as determined or as actually paid by the Settlement Trust are not, as such, the equivalent of any Holder's Allowed Claim amount. The Allowance of Claims under the Settlement Trust Agreement, including the TDP, shall not determine, and shall not be used to determine, in any respect the liability of a non-Debtor Party for any Claim or Cause of Action, which liability shall be determined through litigation and/or settlement in the tort system separate and apart from the Settlement Trust Agreement, including the TDP, in all respects.

O. Commercial GUC Claims. Subject to the Commercial GUC Trust Agreement, each Holder of an Allowed Commercial GUC Claim shall be entitled to receive its Pro Rata share of the Distributable Value of the Commercial GUC Trust with all other Allowed Commercial GUC Claims. Holders of Allowed Commercial GUC Claims against the Debtors shall not receive any payment from the Commercial GUC Trust unless and until such Claims are resolved in accordance with the Commercial GUC Trust Agreement. In a manner consistent with the Commercial GUC Trust Agreement, on or after the Effective Date, the Trustee of the Commercial GUC Trust Agreement shall determine the manner in which Commercial GUC Claims shall be processed, liquidated and, if applicable, paid. Allowed Commercial GUC Claims shall be solely enforceable against the applicable Commercial GUC Trust. The amount of any installment payments, initial payments, or payments based on payment percentages established under the Commercial GUC Trust Agreement, as determined or as actually paid by the Commercial GUC Trust are not, as such, the equivalent of any Holder's Allowed Commercial GUC Claim amount. The Allowance of Commercial GUC Claims under the Commercial GUC Trust Agreement, shall not determine, and shall not be used to determine, in any respect the liability of a non-Debtor Party for any Claim or Cause of Action, which liability shall be determined separate and apart from the Commercial GUC Trust Agreement in all respects.

P. Cooperation Agreement. On the Effective Date, the Debtors, Exactech NewCo, and the Trusts shall enter the Cooperation Agreement. This Plan provides, and the Cooperation Agreement shall also set forth, the following obligations:

1. Protection of Privileged Information. The Trusts and Exactech NewCo shall each protect Privileged Information against inadvertent or unnecessary disclosure to third parties to maintain the privileged status of Privileged Information. The Trusts shall not use Privileged Information for any purpose unrelated to their functions and obligations under the Plan and the Trust Agreements (including the liquidation of General Unsecured Claims and the

prosecution of Settlement Trust Causes of Action and Commercial GUC Trust Causes of Action). Exactech NewCo shall not use Privileged Information for any purpose unrelated to its business operations. The Confirmation Order shall provide that pursuant to, *inter alia*, Federal Rule of Evidence 502(d), no privileges shall be waived by the transfer and assignment of any privileges or the production of any Privileged Information to the Trusts and Exactech NewCo or any of their respective employees, professionals or representatives, or by disclosure of such Privileged Information to the Trusts and Exactech NewCo or any of their employees, professionals or representatives.

2. Data Transfer Documents. As part of the Data Transfer, and notwithstanding the terms of the Stalking Horse APA, all Data Transfer Documents shall presumptively be Category 2 Documents. All privileges belonging to the Debtors applicable to the Data Transfer Documents shall continue to apply (including the attorney-client privilege, the work-product doctrine, and any other similar protection). The Trusts shall be the successors of the Debtors with respect to any privilege applicable to Category 1 Data Transfer Documents. Exactech NewCo shall be the successor of the Debtors with respect to any privilege applicable to Category 3 Data Transfer Documents and any documents acquired from the Debtors that are not Data Transfer Documents. The Trusts and Exactech NewCo shall share any Debtor privilege applicable to Category 2 Data Transfer Documents, subject to the other provisions of the Cooperation Agreement.

3. Document Use. The Trusts may disclose a Data Transfer Document or its contents only (i) to the Trusts' hired professionals (and only if such professionals have been made aware of and agree to abide by the use and confidentiality restrictions applicable to such documents) and any person who, based on the face of such document, was an author, sender, or recipient of such document, or (ii) in the context of litigation of a Retained Cause of Action in accordance with the terms a new protective order entered by the applicable court governing disclosure in such litigation as required under the Cooperation Agreement. Following the conclusion of all litigation of the Retained Causes of Action and the winding up of the Trusts, the Trusts shall return to Exactech NewCo all copies of previously produced materials and Data Transfer Documents in their possession, custody, or control (including those in the possession of their hired professionals) or, if Exactech NewCo so requests, confirm that such documents have been deleted or destroyed. The Trusts and Exactech NewCo shall confer in good faith on the terms of any New Protective Order, as defined in the Cooperation Agreement, before submission to the applicable court. The Trusts shall implement Exactech NewCo's comments to the New Protective Order unless such comments are unreasonable, proposed in bad faith, or would prevent or have the effect of preventing the Trusts from being able to make use of Data Transfer Documents for purposes of prosecuting a Retained Cause of Action (including in court proceedings). Any New Protective Order shall contain the terms set forth in section 2.2(b) of the Cooperation Agreement, *provided*, *however*, that if, following the Trusts' use of best efforts to maintain the sealing and confidentiality of any Data Transfer Documents pursuant to a New Protective Order, the applicable court is unwilling to maintain the sealing and confidentiality of any Data Transfer Documents, whether at trial or otherwise, the Trusts are not prohibited from making use of any such Data Transfer Documents for purposes of pursuing Retained Causes of Action and liquidating General Unsecured Claims. To the extent the Trustees seek to use privileged information in or derived from a Category 2 Data Transfer Document in litigation of a Retained Cause of Action, they shall

first attempt to determine whether that information is in or can be derived from a non-privileged source and, if so, avoid using the privileged Category 2 Data Transfer Document.

4. Waiver of Privilege. Exactech NewCo, on one hand, and the Trustees, on the other hand, hereby provide advance consent to the other that it or they may waive any Debtor privilege applicable to a Category 2 Document, without the need to seek any further consent from the other, provided that, (a) before effectuating a waiver, the party desiring to waive privilege shall provide advance notice to the other with an explanation of which specific Category 2 Documents will be subject to waiver and an explanation of why waiver is being pursued and to what use the Category 2 Documents are expected to be put and the other party shall be afforded the opportunity to exercise its recategorization rights under section 1.2(c) of the Cooperation Agreement, and (b) all terms of the Cooperation Agreement shall apply and continue to bind the parties with respect to such Category 2 Document. The Trustees shall not require Exactech NewCo's consent to waive any Debtor privilege applicable to a Category 1 Document. Exactech NewCo shall not require the Trustees' consent to waive any Debtor privilege applicable to a Category 3 Document or any Debtor document that is not a Data Transfer Document.

5. Costs. The costs incurred by the Debtors in implementing the Data Transfer shall be paid by the Debtors prior to the Effective Date. The costs incurred by the Trusts after the Effective Date in implementing the supplemental data transfer described in section 1.2(a)(iv) of the Cooperation Agreement and in storing Data Transfer Documents provided to the Trusts shall be borne by the Trusts.

6. Other Claims. Notwithstanding anything in the Trust Documents, the Cooperation Agreement, or any other document to the contrary, the Trusts shall not acquire any Claims or Causes of Action against the Ad Hoc Group, the Ad Hoc Group Members, the Stalking Horse Purchaser, Exactech NewCo, or any other Released Party.

7. Documents. Notwithstanding anything in the Trust Documents, the Cooperation Agreement, or any other document to the contrary, the Stalking Horse Purchaser shall acquire all Documents (as defined in the Stalking Horse APA) of the Debtors to the extent such Documents are Acquired Assets.

Q. Institution and Maintenance of Legal and Other Proceedings. As of the Effective Date, the Trusts shall be empowered to initiate, prosecute, defend, settle, maintain, administer, preserve, pursue, and resolve all legal actions and other proceedings related to any asset, liability, or responsibility of the Trusts, including the Settlement Trust Causes of Action and the Insurance Actions in accordance with the Trust Documents. Without limiting the foregoing, on and after the Effective Date, the Trusts shall be empowered to initiate, prosecute, defend, settle, maintain, administer, preserve, pursue, and resolve all such actions, in the name of the Debtor to the extent deemed necessary or appropriate by the Trusts. Furthermore, without limiting the foregoing, the Settlement Trust shall be empowered to maintain, administer, preserve, or pursue Insurance Actions and Insurance Action Recoveries.

R. Trust Discovery. The Trusts are authorized pursuant to Bankruptcy Rule 2004 and/or other applicable discovery rules to seek discovery necessary to satisfy their obligations under the Plan and the Trust Documents. The Trusts shall be able to take whatever steps are necessary to enforce such discovery obligations pursuant to Bankruptcy Rule 2004, Rule 45 of the Federal Rules of Civil Procedure, other court resolution processes, under bankruptcy law, and applicable non-bankruptcy law. Nothing herein shall abridge or affect the rights of the Trusts or the Trustees to discovery in any proceeding or litigation brought by the Trusts or the Trustees.

S. Insurance Assignment. On the Effective Date, the Debtor shall transfer to the Settlement Trust all its rights in connection with (1) the D&O Policies, (2) the Insurance Actions, (3) the Insurance Action Recoveries, and (4) all other rights, claims, benefits, or Causes of Action it has with respect to the Insurance Policies (but not the policies themselves).

T. D&O Policies. Nothing in this Plan or the Confirmation Order shall adversely affect the rights to coverage, if any, of any insured persons or organizations under any D&O Policy with respect to alleged wrongful acts occurring prior to the Effective Date.

U. Section 1146 Exemption from Certain Transfer Taxes and Recording Fees. To the maximum extent provided by section 1146(a) of the Bankruptcy Code, any transfer pursuant to, in contemplation of, or in connection with this Plan (including the Sale Transaction and the Wind-Down), including pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in connection with the transactions contemplated hereby; (2) the creation, modification, consolidation, termination, refinancing, release or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (3) the making, assignment, or recording of any lease or sublease; (4) the grant of collateral security for any or all of any indebtedness; or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, the Plan Supplement, and the transactions contemplated hereby, including any deeds, bills of sale, assignments, or other instruments of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this Plan or the Plan Supplement, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or fee, or other similar tax, fee or governmental assessment, and the appropriate state or local government officials, recording officers or agents (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code and shall forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee or governmental assessment.

V. Preservation of Causes of Action. On the Effective Date, (i) the Settlement Trust Causes of Action shall vest in the Settlement Trust in accordance with the Trust Documents, (ii) the Commercial GUC Trust Causes of Action shall vest in the Commercial GUC Trust, and (iii) the Wind-Down Retained Causes of Action shall vest in the post-Effective Date Debtors under the authority of the Wind-Down Officer, in each case free and clear of all Claims, Liens, Encumbrances and other interests. The Settlement Trust Causes of Action shall become Settlement Trust Assets, the Commercial GUC Trust Causes of Action shall become Commercial GUC Trust Assets, and the Wind-Down Retained Causes of Action shall become Wind-Down Assets. On and after the Effective Date, the Settlement Trustee shall have sole and exclusive discretion to pursue and dispose of the Settlement Trust Causes of Action, the Commercial GUC

Trustee shall have sole and exclusive discretion to pursue and dispose of the Commercial GUC Trust Causes of Action, and the Wind-Down Officer shall have sole and exclusive discretion to pursue the Wind-Down Retained Causes of Action. No Person or Entity may rely on the absence of a specific reference in the Plan or Disclosure Statement as to any Cause of Action as any indication that the Debtor, and on and after the Effective Date, the Settlement Trustee, the Commercial GUC Trustee, or Wind-Down Officer, as applicable, will not pursue any and all available Causes of Action against them. 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 the Confirmation. Prior to the Effective Date, the Debtors (with the prior written consent of the Unsecured Creditors' Committee) and, on and after the Effective Date, the Settlement Trustee, the Commercial GUC Trustee, and the Wind-Down Officer, as applicable, shall retain and shall have, through their authorized agents or representatives, the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

No Person or Entity 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 Trustees or the Wind-Down Officer, as applicable, will not pursue any and all available Causes of Action. Unless and until any such Causes of Action against any Person or Entity are expressly waived, relinquished, exculpated, released, compromised, or assigned, or otherwise transferred to Stalking Horse Purchaser in accordance with the Sale Transaction Documents, or settled under the Plan or a Final Order, the Trustees and Wind-Down Officer, as applicable, expressly reserve all such 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 the Confirmation or Consummation.

W. Cancellation of Prepetition Equity Interests. As of the Effective Date, in accordance with Article III.B.9, the Prepetition Equity Interests in the Debtors shall be cancelled without further action by or order of the Bankruptcy Court.

X. Issuance of Securities by Post-Effective Date Debtors. As of the Effective Date, the post-Effective Date Debtors shall issue the New Equity Interests to the Commercial GUC Trust.

Y. Debtors' Boards or Governance Bodies. From and after the Effective Date, all directors, managers, and other members of existing boards or governance bodies of the Debtors, as applicable, shall cease to hold office or have any authority and be deemed to have resigned.

Z. Management Incentive Plan. No later than 120 days after the Effective Date, the New Board will adopt in accordance with the RSA the Management Incentive Plan and allocate a portion of the MIP Pool (as determined by the New Board) for awards to management, with the form, size, participation, vesting, and other terms and conditions of such awards to be determined by the New Board in its discretion and in consultation with Exactech NewCo's chief executive officer.

AA. Corporate Action. Upon the Effective Date, by virtue of entry of the Confirmation Order, all actions contemplated by this Plan (including the Sale Transaction and any other action to be undertaken by Exactech NewCo or the Wind-Down Officer), and the Plan Supplement (including the Restructuring Transactions Memorandum) shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, the Debtors, or any other Entity or Person including (1) the distribution of the New Interests, (2) the issuance of the New Takeback Debt, and (3) all other actions that the Debtors, Exactech NewCo, and the Required Consenting Lenders determine to be necessary or appropriate in connection with the consummation of the Plan and the Restructuring Transactions, and including making filings or recordings that may be required by applicable law in connection with the Plan and the Plan Supplement. All matters provided for in this Plan involving the corporate structure of the Debtors or Exactech NewCo and any corporate action required by the Debtors in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Debtors or the Debtors' Estates. The authorizations and approvals contemplated herein shall be effective notwithstanding any requirements under non-bankruptcy law.

BB. Cancellation of Instruments and Other Documents. On the Effective Date, except as otherwise specifically provided in the Plan or any agreement, instrument, or other document entered into in connection with or pursuant to the Plan or the Restructuring Transactions: (1) the obligations under the Prepetition First Lien Credit Agreement, the Prepetition Sidecar Credit Agreement, all notes, bonds, indentures, Securities, shares, purchase rights, equity-based awards, options, warrants, collateral agreements, subordination agreements, intercreditor agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any indebtedness or obligations of, or ownership interest in, the Debtors giving rise to any rights or obligations relating to Claims against or Interests in the Debtors (except with respect to any Claim or Interest that is Reinstated pursuant to the Plan); and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indentures, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors shall be deemed cancelled and surrendered, except as set forth herein, without any need for a Holder to take further action with respect thereto, and the obligations of the Debtors thereunder or in any way related thereto shall be deemed satisfied in full, and released; *provided* that notwithstanding such cancellation, satisfaction, and release, anything to the contrary contained in the Plan or Confirmation Order, Confirmation, or the occurrence of the Effective Date, any document or instrument that governs the rights, claims, or remedies of the Holders of Claims shall continue in effect solely for purposes of: (1) allowing such Holders to receive distributions as specified under the Plan; and (2) allowing and preserving the rights of the Prepetition First Lien Agent and Prepetition Sidecar Agent, as applicable, to make distributions as specified under the Plan on account of the applicable Allowed Claims.

Except as provided in this Plan, on the Effective Date, the DIP Agent and its successors, and assigns shall be automatically and fully released of all its duties and obligations associated with the DIP Credit Agreement Documents. On the Effective Date, the commitments and obligations, if any, of the DIP Lenders to extend any further or future credit or financial accommodations to any of the Debtors, any of their respective subsidiaries, or any of their respective successors or assigns shall fully terminate and be of no further force or effect. To the extent that any provision of the DIP Credit Agreement Documents are of a type that survives repayment of the applicable indebtedness, such provisions shall remain in effect notwithstanding satisfaction of the DIP Claims.

CC. Effectuating Documents; Further Transactions. On and after the Effective Date, the Debtors and the Wind-Down Officer, as applicable, is authorized to and may issue, execute, deliver, file, or record such contracts, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the Restructuring Transactions, the Sale Transaction, and the instruments issued pursuant to the Plan and the Plan Supplement, without the need for any approvals, authorizations, or consents except for those expressly required under the Plan.

DD. Funding of Wind-Down Amount, Settlement Trust Amount, the Commercial GUC Trust Amount, and GUC Reserve. On the Effective Date, the Wind-Down Amount, the Settlement Trust Amount, the Commercial GUC Trust Amount, and the GUC Reserve shall be funded in Cash.

EE. Required Permits. As to any Required Permits (as defined in the Stalking Horse APA) that have not been transferred to Exactech NewCo as of the closing of the Sale Transaction: (i) such Required Permits shall not be Commercial GUC Trust Assets; (ii) such Required Permits shall be subject in all respects to the terms of the Stalking Horse APA and any agreement regarding the Required Permits contemplated thereunder; (iii) Commercial GUC Trust and the Wind-Down Officer shall have no rights (concerning control, transfer otherwise) with respect to such Required Permits, and any such rights (including with respect to regulatory compliance) shall be with a responsible party or parties designated by the Debtors with the consent of the Stalking Horse Purchaser; (iv) the Commercial GUC Trustee and the Wind-Down Officer shall take no action to interfere with, impede, or otherwise prevent the maintenance or transfer of such Required Permits to Exactech NewCo; (v) if the Commercial GUC Trustee's or the Wind-Down Officer's consent is necessary for the maintenance or transfer of any Required Permits to Exactech NewCo, then the Commercial GUC Trustee or the Wind-Down Officer, as applicable, shall be deemed to have provided such consent; (vi) the Debtors, the post-Effective Date Debtors, the Commercial GUC Trustee, and the Wind-Down Officer, as applicable, shall be authorized and directed to take any and all actions that are necessary or desirable to maintain the Required Permits and effectuate the transfer of the Required Permits to the Stalking Horse Purchaser, in each case without further order of the Court; and (vii) the Debtors, the post-Effective Date Debtors, the Commercial GUC Trustee, and the Wind-Down Officer, as applicable, shall cooperate in good faith with Exactech NewCo's reasonable requests with respect to the maintenance and transfer of such Required Permits, at Exactech NewCo's sole cost and expense.

FF. Cooperation Obligations.

1. Unless otherwise agreed between the Settlement Trustee, on the one hand, and Luis Alvarez or Laurent Angibaud, on the other hand, Luis Alvarez and Laurent Angibaud shall have the following obligations to the Settlement Trust and Settlement Trustee:

a. Interviews. In good faith and upon at least 30 days' notice by the Settlement Trustee, each of Mr. Alvarez and Mr. Angibaud shall sit for up to four interviews in total with the Settlement Trustee, in connection with the UCC Causes of Action. The interviews shall not be more frequent than once per calendar year. Each interview shall last no more than four hours, shall be at a mutually agreeable time, and shall be conducted either virtually or in person in Gainesville, Florida. The first interview of each Mr. Alvarez and Mr. Angibaud shall take place within 30 days of the Effective Date. At each interview, which shall be separately conducted, Mr. Alvarez and Mr. Angibaud shall have the right to have their individual counsel and Exactech NewCo counsel present. Consistent with the advice of counsel, Mr. Alvarez and Mr. Angibaud shall respond to the Settlement Trustee's interview questions truthfully and to the best of their personal knowledge and recollection.

b. Deposition Testimony. In good faith and upon at least 30 days' notice by the Settlement Trustee, each of Mr. Alvarez and Mr. Angibaud shall testify, without the need for a subpoena, at depositions noticed by the Settlement Trustee in actions to prosecute the UCC Causes of Action. Neither Mr. Alvarez nor Mr. Angibaud shall be required to testify in response to the Settlement Trustee's deposition questions for more than 14 hours on the record in total (excluding any time for questions by any other party), across all depositions so noticed. The Settlement Trustee shall make reasonable efforts to limit the number of depositions in total, which may include seeking to consolidate or coordinate discovery among actions or seeking stipulations that depositions taken of Mr. Alvarez and Mr. Angibaud in one action may be usable in another. The depositions shall take place in a location of the deponents' choosing at a mutually agreeable time. Reasonable costs associated with Mr. Alvarez and Mr. Angibaud each personally attending their respective deposition if required to travel to attend their depositions shall be borne by the Settlement Trust, provided, however that Mr. Alvarez's and Mr. Angibaud's attorney fees in preparing for and attending each such deposition, and any attorneys' fees or costs of counsel to any other party shall not be borne by the Settlement Trust. Consistent with the advice of their respective counsel, Mr. Alvarez or Mr. Angibaud shall respond to the Settlement Trustee's deposition questions truthfully and to the best of their personal knowledge and recollection.

c. Trial Testimony. In good faith and upon at least 60 days' notice by the Settlement Trustee, each of Mr. Alvarez and Mr. Angibaud shall testify, without the need for a subpoena, in actions to prosecute the UCC Causes of Action. The obligation to testify shall be limited to once per action commenced by the Settlement Trust, unless ordered otherwise by the court hearing the applicable action. Reasonable costs associated Mr. Alvarez and Mr. Angibaud each respectively traveling to provide such testimony shall be borne by the Settlement Trust, provided, however that Mr. Alvarez's and Mr. Angibaud's attorney fees shall not be borne by the Settlement Trust. Each trial testimony shall be at a mutually agreeable time, subject to the availability of the applicable court and as directed by the applicable court. Consistent with the advice of their respective counsel, Mr. Alvarez and Mr. Angibaud shall testify at trial truthfully and to the best of their personal knowledge and recollection.

2. For so long as Mr. Alvarez and Mr. Angibaud are employed by Exactech NewCo, subject to the foregoing cost reimbursement provisions, Exactech NewCo will bear their reasonable and documented attorneys' fees and any reasonable and documented out-of-pocket expenses associated with complying with their obligations hereunder (the "Cooperation Payment Obligation"). Mr. Alvarez and Mr. Angibaud, on the one hand, and Exactech NewCo, on the other hand, shall mutually agree on the counsel to represent Mr. Alvarez and Mr. Angibaud. If Mr. Alvarez and Mr. Angibaud are not employed by Exactech NewCo, then Mr. Alvarez and Mr. Angibaud shall bear their own attorneys' fees and costs associated with complying with their obligations hereunder. Nothing herein shall be construed to waive any rights Mr. Alvarez or Mr. Angibaud have to any coverage under any D&O Policies.

3. To the extent Mr. Alvarez and Mr. Angibaud are employed by Exactech NewCo, Exactech NewCo shall use commercially reasonable efforts to cause Mr. Alvarez's and Mr. Angibaud's cooperation with Article IV.FF.1.a above. If there has been a determination by Final Order of the Bankruptcy Court that Mr. Alvarez or Mr. Angibaud failed to comply with their obligations under Article IV.FF, then the Settlement Trustee shall be entitled to seek specific performance and injunctive or other equitable relief to compel compliance. If Mr. Alvarez or Mr. Angibaud do not comply with an order of the Bankruptcy Court for specific performance or injunctive or other equitable relief, then (a) Mr. Alvarez or Mr. Angibaud shall cease to be Released Parties (as provided in the Plan) and (b) any lawsuit involving a Retained Cause of Action commenced against him within 120 days of a failure to comply with a specific performance order or injunction following such determination shall be treated as if such lawsuit was commenced on the Petition Date for the purpose of applying any statute of limitations, statute of repose, or similar rule of law or equity that may serve as a defense or bar to such lawsuit.

ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

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

1. Except as otherwise provided herein, the Bidding Procedures Order, or the Sale Transaction Documents, as of the Effective Date, the Debtors shall be deemed to have rejected all Executory Contracts and Unexpired Leases that (a) have not been previously rejected, or assumed and assigned, including in connection with the Sale Transaction, and are not the subject of a pending motion or notice to reject or assume and assign as of the Effective Date, (b) are not identified on the Assigned Executory Contract and Unexpired Lease List, and (c) have not expired under their own terms prior to the Effective Date.

2. Entry of the Confirmation Order and/or the Sale Order, as applicable, shall constitute an order of the Bankruptcy Court approving the (a) assumptions and assignments of the

Assigned Executory Contracts or Unexpired Leases under the Sale Transaction Documents and (b) the rejections of the Executory Contracts and Unexpired Lease under the Plan, as applicable, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Except as otherwise specifically set forth herein, in the Bidding Procedures Order, in the Sale Transaction Documents, or the in the Sale Order, or in the Confirmation Order, assumptions and assignments and rejections of Executory Contracts and Unexpired Leases are subject to and effective as of the Effective Date.

3. If certain, but not all, of a contract counterparty's Executory Contracts and Unexpired Leases are assumed or assumed and assigned pursuant to the Plan, the Confirmation Order and/or Sale Order, as applicable, will be a determination that such counterparty's Executory Contracts and Unexpired Leases that are being rejected pursuant to the Plan are severable agreements that are not integrated with those Executory Contracts and Unexpired Leases that are being assumed or assumed and assigned pursuant to the Plan. Parties seeking to contest this finding with respect to their Executory Contracts and/or Unexpired Leases must File a timely objection by the Confirmation Objection Deadline on the grounds that their agreements are integrated and not severable.

4. To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed and assigned pursuant to the Plan and the Confirmation Order and/or Sale Order, as applicable, restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, or purports to cause a modification to the Executory Contract or Unexpired Lease as a result of, the assumption and assignment of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or modifications with respect thereto.

B. 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, the post-Effective Date Debtors, or the Wind-Down Officer, as applicable, under such Executory Contract or Unexpired Lease. Without limiting the general nature of the foregoing, and notwithstanding any non-bankruptcy law to the contrary, the Debtors and Wind-Down Officer expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the Debtors contracting from non-Debtor counterparties to any rejected Executory Contract or Unexpired Lease.

C. Claims Based on Rejection of Executory Contracts or Unexpired Leases. Unless otherwise provided by a Final Order of the Bankruptcy Court, including the Bidding Procedures Order, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Bankruptcy Court on or before the latest of (i) the date set forth in an order authorizing such rejection (including the Confirmation Order), (ii) February 7, 2025 at 4:00 p.m., prevailing Eastern Time, and (iii) 30 days from the date the order authorizing the rejection of such contract or lease (which may be the Confirmation Order) was entered. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time may, following an objection to the allowance of such Claim, be disallowed, forever barred from assertion, and not be enforceable against the Debtors, the Estates, the Trusts, Winning Bidder, or the property of any of the foregoing Entities. Claims arising from the rejection of the Executory Contracts and Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with applicable provisions of the Plan, the Bankruptcy Code and the Bankruptcy Rules.

D. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed.

1. Unless the parties to such Executory Contracts or Unexpired Leases may otherwise agree, any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment in Cash, on the Effective Date, of the Cure Claims by the Debtors or Exactech NewCo (solely with respect to any contracts assumed and assigned in accordance with the Sale Transaction Documents), as applicable. In the event of a dispute regarding (1) the amount of any Cure Claims, (2) the ability of the Debtors or Exactech NewCo, as applicable, or the applicable assignee, if any, to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption and assignment, any such dispute shall be resolved as set forth in the Bidding Procedures Order with any related cure payments required by section 365(b)(1) of the Bankruptcy Code to be made following the entry of a Final Order resolving the dispute and approving the assumption or as otherwise resolved in accordance with the Bidding Procedures Order.

2. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan, the Sale Transaction Documents, the Plan Supplement, or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption; *provided*, *however*, that notwithstanding anything in the Plan, the Sale Transaction Documents, the Plan Supplement, or otherwise to the contrary, any non-Debtor party to any such Executory Contract or Unexpired Lease shall be entitled to receive, and nothing herein shall release or result in the satisfaction of such party's right to receive, payment in full of all Cure Claims and all amounts that have accrued or otherwise arisen between the Petition Date and the Effective Date (but are not in default as of the Effective Date) with respect to any Executory Contract or Unexpired Lease; *provided*, *further*, that all amounts that have accrued or otherwise arisen as of the Effective Date (but are not in default as of the Effective Date) with respect to any Executory Contract or Unexpired Lease that is assumed and assigned to Exactech NewCo shall be satisfied by Exactech NewCo in accordance with the terms of such Executory Contract or Unexpired Lease.

3. Except as otherwise agreed by any of the Debtors and any non-Debtor counterparty to any Executory Contract or Unexpired Lease following the assumption of any such Executory Contract or Unexpired Lease, any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed may, following an objection to the allowance of such Claim, be disallowed and expunged.

E. Modifications, Amendments, Supplements, Restatements, or Other Agreements. Unless otherwise provided in the Plan or the Plan Supplement, each Executory Contract or Unexpired Lease that is assumed or assumed and assigned shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan. Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

F. Insurance Policies. Notwithstanding anything to the contrary herein, each of the Insurance Policies and any agreements, documents, or instruments relating thereto issued to or entered into by the Debtors prior to the Petition Date shall not be considered Executory Contracts and shall neither be assumed nor rejected by the Debtors; *provided*, *however*, that to the extent any such Insurance Policy is determined by Final Order to be an Executory Contract, then, notwithstanding anything contained in the Plan to the contrary, the Plan will constitute a motion to assume such Insurance Policy and assign the same to the Settlement Trust. Subject to the occurrence of the Effective Date, the entry of the Confirmation Order will constitute approval of such assumption and assignment pursuant to section 365 of the Bankruptcy Code. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed by the parties thereto prior to the Effective Date, no payments are required to cure any defaults of the Debtor existing as of the Confirmation Date with respect to any Insurance Policy, and prior payments for premiums or other charges made prior to the Petition Date under or with respect to any Insurance Policy shall be indefeasible.

G. Directors and Officers Insurance Policies. From and after the Effective Date, the D&O Policies shall remain in place on terms for coverage and amounts no less favorable than the Debtors' current directors' and officers' insurance policies. The D&O Policies shall be Settlement Trust Assets and shall be maintained for the benefit of the beneficiaries thereunder. The Debtors and the Settlement Trust shall not terminate or otherwise reduce the coverage under any D&O Policies (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) in effect on or prior to the Effective Date, and any current and former directors, officers, managers, and employees of the Debtors and their Affiliates who served in such capacity at any time before or after the Effective Date shall be entitled to the full benefits of any such policy or policies for the full term of such policy or policies regardless of whether such directors, officers, managers, and employees remain in such positions after the Effective Date.

H. Indemnification Obligations. Following the closing of the Sale Transaction and until the sixth anniversary thereof, all indemnification obligations set forth in the organizational documents of the Debtors consistent with applicable law and in place as of the Effective Date for the current directors and officers of the Debtors (solely in their capacity as such) (such obligations subject to the terms and conditions herein, the "Indemnification Obligations") shall be honored, or caused to be honored, by the Winning Bidder, reinstated, and otherwise remain intact, irrevocable, and shall survive the effectiveness of the Restructuring Transactions on terms no less favorable to such current directors and officers of the Debtors than the indemnification provisions in place prior to the Restructuring Transactions; *provided* that the Winning Bidder shall not be required to indemnify or advance any expenses in connection with any claim made against any such director or officer under any of the following circumstances: (i) arising out of or relating to any Excluded Litigation, including any Excluded Product Liability Claims (each as defined in the Stalking Horse APA) and any claims based on the doctrines of alter ego or veil piercing (against TPG or otherwise), in an amount that exceeds $500,000 in the aggregate (*i.e.*, inclusive and collectively of any such claims),[2] *provided*, *that*, for the avoidance of doubt, Indemnification Obligations arising out of or in connection with the cooperation obligations of Mr. Alvarez and Mr. Angibaud set forth in Article IV.FF of the Plan, if any, shall be subject to such $500,000 aggregate limit; *provided*, *further*, that the Cooperation Payment Obligation shall not be considered an Indemnification Obligation subject to such $500,000 aggregate limit, (ii) for which payment is available under or has actually been made to or on behalf of such director or officer under any insurance policy issued to or for the benefit of the Debtors or other indemnity from the Acquired Entities, except with respect to any excess beyond the amount paid under any insurance policy issued to or for the benefit of the Debtors or other indemnity from the Acquired Entities (provided, however, that except as set forth herein, no Indemnified Person shall be required to pursue any other insurance or indemnity prior to seeking indemnity from the Acquired Entities), (iii) to the extent any claim or suit is finally adjudicated to have arisen out of or resulted from such director or officer's fraud, gross negligence, or willful misconduct, or (iv) if any such officer or director is not a Released Party. Notwithstanding anything to the contrary herein (but in accordance with the immediately preceding paragraph), with respect to any Indemnification Obligations to be assumed or honored for the current directors and officers of the Osteon Intermediate Holdings I, Inc. and Osteon Holdings, Inc., such obligations will be honored solely to the extent such obligations arise on account of actions taken by the applicable directors and officers solely in their capacity as officers and directors of such Debtors and solely to the extent relating to such Debtors' ownership and operation of Exactech Inc. (and its subsidiaries).

I. Reservation of Rights. Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assigned Executory Contract and Unexpired Lease List, nor anything contained in the Plan or the Plan Supplement, shall constitute an admission by the Debtors or any other Entity, as applicable, that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that either any Debtor or any other Entity, as applicable, has any liability thereunder. In the event of a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors shall have 30 days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease as otherwise provided in the Plan.

J. 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.

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[2] For the avoidance of doubt, this amount shall be inclusive of, and not in addition to, the amount set forth in Section 6.10(a)(b)(i) of the Stalking Horse APA.

ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions to Holders of General Unsecured Claims. Notwithstanding anything to the contrary herein, all General Unsecured Claims shall be administered by the Trusts pursuant to and in accordance with the Trust Documents.

B. Timing and Calculation of Amounts to Be Distributed. Except as (1) otherwise provided herein, (2) directed by a Final Order, or (3) as otherwise agreed to by the Debtors or the Wind-Down Officer, as the case may be, and the Holder of the applicable Non-General Unsecured Claim, on the Effective Date (or if a Non-General Unsecured Claim is not an Allowed Claim on the Effective Date, on the next Distribution Date after such Claim becomes an Allowed Claim), each Holder of an Allowed Non-General Unsecured Claim shall receive the full amount of distributions that the Plan provides for Allowed Non-General Unsecured Claims in the applicable Class from the Distribution Agent. In the event that any payment or distribution under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or distribution may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. Except as specifically provided in the Plan, Holders of Non-General Unsecured Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

C. Rights and Powers of Distribution Agent.

1. Powers of the Distribution Agent. The Distribution Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan and the Plan Supplement; (b) make all distributions contemplated under the Plan; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to the Plan and the Plan Supplement, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions of the Plan and the Plan Supplement.

2. Expenses Incurred on or after the Effective Date. Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Distribution Agent on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement claims (including reasonable attorney and/or other professional fees and expenses) made by the Distribution Agent shall be paid in Cash by the Wind-Down Officer from the Wind-Down Account.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Distributions Generally. Except as otherwise provided herein, the Distribution Agent shall make all distributions required under the Plan. The Distribution Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Distribution

Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be paid from the Wind-Down Account.

Except as otherwise provided herein, and notwithstanding any authority to the contrary, distributions to Holders of Allowed Claims, including Claims that become Allowed Claims after the Effective Date, shall be made to Holders by the Distribution Agent: (a) to the address of each such Holder as set forth in the Debtors' books and records (or if the Debtors have been notified in writing, on or before the date that is ten Business Days before the Effective Date, of a change of address, to the changed address) or in the Claims Registers as of the Distribution Record Date or (b) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided* that the address for each Holder of an Allowed Claim or Allowed Interest shall be deemed to be the address set forth in, as applicable, any Proof of Claim or Proof of Interest Filed by such Holder, or, if no Proof of Claim or Proof of Interest has been Filed, the address set forth in the Schedules. If a Holder holds more than one Claim against the Debtors in any one Class, all Claims of the Holder may be aggregated into one Claim and one distribution may be made with respect to the aggregated Claim. Notwithstanding anything to the contrary in the Plan, including this Article VI.D.1 of the Plan, the Debtors, the Wind-Down Officer, and any Distribution Agent, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan.

2. Distributions on Account of Obligations of Multiple Debtors. Holders of Allowed Claims may assert such Claims against each Debtor obligated with respect to such Claims, and such Claims shall be entitled to share in the recovery provided for the applicable Class of Claims against each obligated Debtor based upon the full Allowed amount of such Claims. Notwithstanding the foregoing, in no case shall the aggregate value of all property received or retained under the Plan on account of any Allowed Claim exceed 100 percent of the underlying Allowed claim plus applicable interest, if any permitted to be paid under the Plan.

For all purposes associated with distributions under the Plan, all guarantees by any Debtor of the obligations of any other Debtor, as well as any joint and several liability of any Debtor with respect to any other Debtor, shall be deemed eliminated so that any obligation that could otherwise be asserted against more than one Debtor shall result in a single distribution under the Plan. Any such Claims shall be subject to all potential objections, defenses, and counterclaims, and to estimation pursuant to section 502(c) of the Bankruptcy Code.

3. Record Date of Distributions. On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. Notwithstanding the foregoing, with respect to Holders of Prepetition Pari 1L Claims, distributions shall be made to such Holders that are listed on the register or related document maintained by the Prepetition First Lien Agent and the Prepetition Sidecar Agent, as applicable, as of the Distribution Record Date.

4. Special Rules for Distributions to Holders of Disputed Claims and Interests. Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the Wind-Down Officer, on the one hand, and the Holder of a Disputed Claim, on the other hand, or as set forth in a Final Order, no partial payments and no partial distributions shall be made with

respect to a Disputed Claim until all of the Disputed Claim has become an Allowed Claim or has otherwise been resolved by settlement or Final Order; provided that if the Wind-Down Officer does not dispute a portion of an amount asserted pursuant to an otherwise Disputed Claim, the Distribution Agent may make a partial distribution on account of that portion of such Claim that is not Disputed at the time and in the manner that the Distribution Agent makes distributions to similarly situated Holders of Allowed Claims pursuant to the Plan. Any dividends or other distributions arising from property distributed to Holders of Allowed Claims, as applicable, in a Class and paid to such Holders under the Plan shall also be paid, in the applicable amounts, to any Holder of a Disputed Claim in such Class that becomes an Allowed Claim after the date or dates that such dividends or other distributions were earlier paid to Holders of Allowed Claims in such Class.

5. De Minimis Distributions; Minimum Distributions. The Distribution Agent shall not make any distributions to a Holder of an Allowed Claim on account of such Allowed Claim where such distribution is valued, in the reasonable discretion of the Distribution Agent, at less than $100.00.

6. Undeliverable Distributions and Unclaimed Property. In the event that either (a) a distribution to any Holder is returned as undeliverable, (b) the Holder of an Allowed Claim does not respond in writing to a request by the Debtors or the Distribution Agent for information necessary to facilitate a particular distribution within sixty (60) days or otherwise complete the actions necessary to facilitate a distribution as identified to the Holder within ninety (90) days of the Distribution Agent's request, no distribution to such Holder shall be made unless and until the Distribution Agent has determined the then-current address of such Holder or received the necessary information to facilitate a particular distribution, at which time such distribution shall be made to such Holder without interest, dividends, or other accruals of any kind; provided that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code on the date that is six months after (a) the date of the distribution, if a distribution is made, or (b) the date that a request for information or action is sent by the Distribution Agent. After such date, all unclaimed property or interests in property shall revert to the Settlement Trust automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable local, state, federal, or foreign escheat, abandoned, or unclaimed property laws to the contrary), and the Claim or Interest of any Holder to such property or interest in property shall be released and forever barred.

7. Manner of Payment Pursuant to the Plan. At the option of the Distribution Agent, any Cash payment to be made hereunder may be made by check, wire transfer, Automated Clearing House, or credit card, or as otherwise provided in applicable agreements.

E. Compliance Matters. In connection with the Plan and the Plan Supplement, to the extent applicable, the Wind-Down Officer and any Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan or the Plan Supplement to the contrary, the Wind-Down Officer and/or Distribution Agent, as applicable, shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Wind-Down Officer reserves the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

F. Foreign Currency Exchange Rate. Except as otherwise provided in a Final Order, as of the Effective Date, any Claim against the Debtors 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, National Edition, as of the Petition Date.

G. Setoffs and Recoupment. Except as otherwise expressly provided for herein, the Wind-Down Officer may, pursuant to the Bankruptcy Code (including sections 553 and 558 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of an Allowed Claim, set off against or recoup from an Allowed Claim and any distributions to be made pursuant to the Plan on account of such Allowed Claim, any claim of any nature whatsoever that the applicable Debtor may have against such Holder, to the extent such claim has not been otherwise compromised, settled, or released on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided* that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim shall constitute a waiver or release by the Debtors of any claim the applicable Debtor may possess against such Holder. To the extent the Wind-Down Officer effects a set off or recoupment in accordance with this provision, the Wind-Down Officer shall be required to file notice of such setoff or recoupment on the docket of the Chapter 11 Cases.

H. Allocation between Principal and Accrued Interest. Except as otherwise provided herein, the aggregate consideration paid to Holders on account of their Allowed Claims pursuant to the Plan shall be treated as allocated first to the principal amount of such Allowed Claims (to the extent thereof and as determined for federal income tax purposes) and second, to the extent the consideration exceeds the principal amount of the Allowed Claims, to the remaining portion of such Allowed Claim, if any.

ARTICLE VII.
PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS OTHER THAN GENERAL UNSECURED CLAIMS

A. Applicability. All Disputed Claims against the Debtor, other than General Unsecured Claims, Administrative Claims, and Professional Fee Claims shall be subject to the provisions of this Article VII. All Administrative Claims shall be determined and, if Allowed, paid in accordance with Article II. None of the terms or provision of this Article VII shall apply to General Unsecured Claims, which shall be exclusively processed, liquidated, and paid by the Trusts in accordance with the Trust Documents.

B. Allowance of Claims. After the Effective Date, the Wind-Down Officer shall have and shall retain any and all available rights and defenses the applicable Debtor had with respect to any Claim against the Debtors immediately before the Effective Date, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section

502 of the Bankruptcy Code. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim against any Debtor shall become an Allowed Claim unless and until such Claim or Interest is deemed Allowed under the Plan or the Bankruptcy Code, or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim.

C. Claims Administration Responsibilities. Except as otherwise specifically provided in the Plan, and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, on and after the Effective Date, the Wind-Down Officer (or any authorized agent or assignee thereof) shall have the authority to File, withdraw, or litigate to judgment, objections to Disputed Claims against any of the Debtors and shall have the sole authority to (a) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (b) to 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.

D. Estimation of Claims. Before or after the Effective Date, unless a Final Order has been entered by the Bankruptcy Court Allowing or disallowing such Disputed Claim, the Debtors or the Wind-Down Officer, as applicable, may (but are not required to), at any time, request that the Bankruptcy Court estimate any Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether any party previously has objected to such Disputed Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under sections 157 and 1334 of the Judicial Code to estimate any Disputed Claim, including during the litigation of any objection to any Disputed Claim or during the pendency of any appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Disputed Claim that has been expunged from the Claims Register as a result of a successful objection to the Claim, 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 for purposes of voting and Plan confirmation, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount shall constitute a maximum limitation on such Disputed Claim for all purposes under the Plan (including for purposes of distributions) and may be used as evidence in any supplemental proceedings, and the Debtors or the Wind-Down Officer may elect to pursue any supplemental proceedings to object to any ultimate Allowance of such Disputed Claim; provided that the foregoing shall not apply to Disputed Claims requested by the Debtors to be estimated for voting purposes only. Disputed Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Disputed Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before 14 days after the date on which such Disputed Claim is estimated. Each of the foregoing objection, estimation, and resolution procedures with respect to Disputed Claims are cumulative and not exclusive of one another.

Disputed Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

E. Time to File Objections to Disputed Claims. Any objections to Disputed Claims shall be Filed on or before the Claims Objection Deadline. For the avoidance of doubt, the Bankruptcy Court may extend the time period to object to Disputed Claims.

F. Adjustment to Claims without Objection. Any Claim that has been paid, satisfied, cancelled, or expunged (including pursuant to the Plan) may be adjusted or expunged on the Claims Register at the direction of the Wind-Down Officer by the Filing of a notice of satisfaction, adjustment or expungement by the Wind-Down Officer upon at least fourteen (14) days' notice, and without any further notice to or action, order, or approval of the Bankruptcy Court, so long as no party timely opposes the action set forth in such notice.

G. No Interest. Unless otherwise specifically provided for herein or by Final Order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on Claims against the Debtors, and no Holder of a Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on such Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Claim if and when such Disputed Claim becomes an Allowed Claim.

H. Disallowance of Claims. All Claims of any Entity from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that 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, may be deemed disallowed, upon filing an appropriate objection, pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Final Order with respect thereto has been entered by the Bankruptcy Court and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors. All Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied as to the Debtors and expunged from the Claims Register as of the Effective Date to the extent the corresponding indemnification obligation is assumed and assigned to Exactech NewCo (or honored or reaffirmed, as the case may be) pursuant to the Plan and the Sale Transaction Documents, without any further notice to or action, order, or approval of the Bankruptcy Court, other than filing a notice identifying the Claims so assumed with the Bankruptcy Court.

I. Distributions after Allowance. To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) 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 Distribution Agent shall provide to the Holder of such Allowed Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of such Allowed Claim, without any interest, dividends, or accruals to be paid on account of such Allowed Claim unless required under applicable bankruptcy law or as otherwise provided in Article III.A.2.

ARTICLE VIII.
SETTLEMENTS, RELEASES, INJUNCTIONS, AND RELATED PROVISIONS

A. **Releases by the Debtors, their Estates, and the Trusts. Pursuant to section 1123(b) and any other applicable provision of the Bankruptcy Code, in exchange for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, on and after the Effective Date, each Released Party is deemed released by each and all of the Debtors, their Estates, and the Trusts, in each case on behalf of themselves and their respective successors, assigns, and representatives who may purport to assert any Claim or Cause of Action directly, and any and all other Entities who may purport to assert any Claim or Cause of Action derivatively, by, through, or for the Debtors, their Estates, and the Trusts, or their respective successors or assigns, from any and all Claims and Causes of Action, including any derivative Claims asserted or assertable on behalf of any of the Debtors, that the Debtors, their Estates, or the Trusts, as applicable, would have been legally entitled to assert in its 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, or in any manner arising from, in whole or in part, the Debtors, the Debtors' capital structure, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among the Debtors and/or their Affiliates, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Prepetition First Lien Credit Agreement Documents, the Prepetition Sidecar Credit Agreement, the Restructuring Transactions, the Sale Transaction, entry into the Stalking Horse APA, the New Takeback Debt, the New Revolving Facility (as defined in the Restructuring Support Agreement), the DIP Facility (as defined in the Restructuring Support Agreement), the Bridge Loan (as defined in the DIP Orders), the Chapter 11 Cases and related adversary proceedings, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Restructuring Support Agreement, the Disclosure Statement, the DIP Credit Agreement Documents, the Plan, the Definitive Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the DIP Credit Agreement Documents, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of the Sale Transaction, Consummation, the administration and implementation of the Plan, including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan, the Confirmation Order, or the Sale Order in lieu of such legal opinion, 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. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not relieve any party of liability for an act or omission to the extent such act or omission is determined by Final Order to constitute fraud, willful misconduct, or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations of the Debtors or the Stalking Horse Purchaser arising under the**

Stalking Horse APA or the Sale Order or any obligations of any Entity arising after the Effective Date under the Plan, the Confirmation Order, the Sale Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or Sale Transaction. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations of the Debtors or the Stalking Horse Purchaser arising under the Stalking Horse APA or the Sale Order or any obligations of any Entity arising after the Effective Date under the Plan, the Confirmation Order, the Sale Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or Sale Transaction. Notwithstanding anything to the contrary in the foregoing, the release described in this Article VIII.A that is provided to any Released Party shall have no impact whatsoever on the right of the Debtors, their Estates, and the Trusts to pursue any Causes of Action against any non-Released Party based in part, or in whole, on any conduct by any such Released Party, including any a Cause of Action for aiding and abetting breach of fiduciary duty where the underlying Cause of Action is based in part, or in whole, on the conduct of any such Released Party or where a Cause of Action for claim of aiding and abetting breach of fiduciary duty has been asserted against a party other than a Released Party.

The release of any Person or Entity under this Article VIII.A that is a Related Party of an Ad Hoc Group Member and is also a Related Party of either TPG or a Debtor (other than the Persons and Entities identified in clauses (a) and (b) of the definition of "Released Party" in Article I.A.183), shall not affect the liability of such Person or Entity for any Cause of Action based on such Person's or Entity's conduct in their capacity as a Related Party of either TPG or a Debtor (including conduct related, in whole or in part, to the Debtors). Such Persons or Entities shall be considered non-Released Parties under this Article VIII.A to the extent that they have liability based on actions taken in their capacity as a Related Party of either TPG or a Debtor (including actions related, in whole or in part, to the Debtors); *provided*, *however*, that such Persons or Entities shall be Released Parties in their capacity as a Related Party of an Ad Hoc Group Member (including actions related, in whole or in part, to the Debtors).

The release of any Released Party by the Estates for any Causes of Action under this Article VIII.A shall not affect the liability of any non-Released Party for any such Causes of Action on any theory of law or equity. Nothing in the Plan, the Plan Documents, the Confirmation Order, any finding of fact and/or conclusion of law with respect to the Confirmation of the Plan, or any order or opinion entered on appeal from the Confirmation Order, shall constitute any adjudication, judgment, trial, hearing on the merits, finding, conclusion, or other determination establishing that any non-Released Parties shall not be deemed to be liable (or continue to be liable) for their respective liabilities by reason of any theory of law or equity, including aiding and abetting.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant section 1123(b) and Bankruptcy Rule 9019, of the releases described in this Article VIII.A, 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 VIII.A is: (1) in exchange for the good and valuable

consideration provided by the Released Parties; (2) a good-faith settlement and compromise of the released Causes of Action; (3) in the best interests of the Debtors, their Estates, and all stakeholders; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) a sound exercise of the Debtors' business judgment; and (7) a bar to any of the Debtors, their Estates, or the Trusts asserting any released Causes of Action against any of the Released Parties.

Effective as of the Effective Date, each of the Debtors, their Estates, and the Trusts covenants not to sue or initiate litigation against any Released Party in any manner of judicial or administrative proceeding for any Causes of Action released pursuant to this Article VIII.A.

B. **Releases by Releasing Parties**. **As of the Effective Date, in exchange 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, each of the Releasing Parties is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released each Released Party from any and all Claims and Causes of Action, including any derivative Claims asserted or assertable on behalf of any of the Debtors, and their Estates, as applicable, that such Entity would have been legally entitled to assert in its 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, or in any manner arising from, in whole or in part, the Debtors, the Debtors' capital structure, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among the Debtors, and/or their Affiliates, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Prepetition First Lien Credit Agreement Documents, the Prepetition Sidecar Credit Agreement, the Restructuring Transactions, the Sale Transaction, entry into the Stalking Horse APA, the New Takeback Debt, the New Revolving Facility (as defined in the Restructuring Support Agreement), the DIP Facility (as defined in the Restructuring Support Agreement), the Bridge Loans (as defined in the DIP Orders), the Chapter 11 Cases and related adversary proceedings, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Restructuring Support Agreement, the Disclosure Statement, the DIP Credit Agreement, the Plan, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the DIP Credit Agreement Documents, the Definitive Documents, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of the Sale Transaction, the Consummation, the administration and implementation of the Plan, including providing any legal opinion requested by any Person or Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan, the Confirmation Order, or the Sale Order in lieu of such legal opinion, 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. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not relieve any party of liability for an act or omission to the extent such act or omission is determined by Final Order to constitute fraud, willful misconduct, or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations of the Debtors or the Stalking Horse Purchaser arising under the Stalking Horse APA or the Sale Order or any obligations of any Entity arising after the Effective Date under the Plan, the Confirmation Order, the Sale Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or Sale Transaction.

Notwithstanding anything to the contrary in the foregoing, the release described in this Article VIII.B shall have no impact whatsoever on (a) the rights of Holders of PI/WD Claims to assert such Claims against the Settlement Trust in accordance with the Plan, the Settlement Trust Agreement, and the TDP, (b) the rights of Holders of Commercial GUC Claims to assert such Claims against the Commercial GUC Trust in accordance with the Plan and the Commercial GUC Trust Agreement, or (c) the rights of Holders of General Unsecured Claims to seek recovery from, and commence or continue litigation against, any Person, Entity, or Governmental Unit that is not a Released Party on account of their General Unsecured Claims or any other claim or Cause of Action.

The release of any Person or Entity under this Article VIII.B that is a Related Party of an Ad Hoc Group Member and is also a Related Party of either TPG or a Debtor (other than the Persons and Entities identified in clauses (a) and (b) of the definition of "Released Party" in Article I.A.183), shall not affect the liability of such Person or Entity for any Cause of Action based on such Person's or Entity's conduct in their capacity as a Related Party of either TPG or a Debtor (including conduct related, in whole or in part, to the Debtors). Such Persons or Entities shall be considered non-Released Parties under this Article VIII.B to the extent that they have liability based on actions taken in their capacity as a Related Party of either TPG or a Debtor (including actions related, in whole or in part, to the Debtors); *provided*, *however*, that such Persons or Entities shall be Released Parties in their capacity as a Related Party of an Ad Hoc Group Member (including actions related, in whole or in part, to the Debtors).

The release of any Released Party by the Releasing Parties for any Causes of Action under this Article VIII.B shall not affect the liability of any non-Released Party for any such Causes of Action on any theory of law or equity. Nothing in the Plan, the Plan Documents, the Confirmation Order, any finding of fact and/or conclusion of law with respect to the Confirmation of the Plan, or any order or opinion entered on appeal from the Confirmation Order, shall constitute any adjudication, judgment, trial, hearing on the merits, finding, conclusion, or other determination establishing that any non-Released Parties shall not be deemed to be liable (or continue to be liable) for their respective liabilities by reason of any theory of law or equity, including aiding and abetting.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in this Article VIII.B 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 VIII.B is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of the released Claims and Causes of Action; (3) in the best interests of the Debtors, their Estates, and all stakeholders; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) a sound exercise of the Debtors' business judgment; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action against any of the Released Parties.

Effective as of the Effective Date, each of the Releasing Parties covenants not to sue or initiate litigation against any Released Party, in any manner of judicial or administrative proceeding for any Claims or Causes of Action released pursuant to this Article VIII.B.

C. **Release of Liens. Except as otherwise expressly provided in the Plan, the Plan Supplement, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, the Confirmation Order, or the Sale Order, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Debtors shall automatically revert to the applicable Debtor, the Trusts, or Exactech NewCo as applicable, and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or Filing being required to be made by any Person or Entity. To the extent that any Holder of a Secured Claim that has been satisfied in full or released pursuant to the Plan, or any agent for such Holder, including the Agents, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps reasonably requested by the Debtors, the Wind-Down Officer, Exactech NewCo or any administrative agent, collateral agent or indenture trustee under any exit financing facility that are necessary or desirable to record or effectuate the cancelation and/or extinguishment of such Liens and/or security interests, including the filing of Uniform Commercial Code termination statements, termination of deposit account control agreements, and any other applicable filings or recordings, and the Wind-Down Officer or Exactech NewCo shall be entitled to file Uniform Commercial Code termination statements or to make any other such filings or recordings on such Holder's behalf. The filing of a copy of the Confirmation Order or the Sale Order with any local, state, federal, or foreign agency or department shall not be required to effect the termination of such Liens or security interests, but, if presented for filing or recording, shall constitute good and sufficient evidence of such termination.**

D. **Exculpation. As of the Effective Date, to the fullest extent permissible under applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is exculpated from, any liability to any Holder of a Claim or Interest, or any other party in interest, for any act or omission in connection with, relating to, or arising out of, arising out of, the Chapter 11 Cases from the Petition Date to the Effective Date, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Restructuring**

Support Agreement, the Disclosure Statement, the DIP Credit Agreement Documents, the Plan, the Sale Transaction, entry into the Stalking Horse APA, the New Takeback Debt, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the DIP Credit Agreement Documents, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of the Sale Transaction, Consummation, the administration and implementation of the Plan, including providing any legal opinion requested by any Person or Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan, the Confirmation Order, or the Sale Order in lieu of such legal opinion, the issuance or distribution of securities pursuant to the Plan or the distribution of property under the Plan or any other agreement (whether or not such issuance or distribution occurs following the Effective Date), negotiations regarding or concerning any of the foregoing, or the administration of the Plan or property to be distributed hereunder, except for Claims and Causes of Action related to any act or omission that is determined by Final Order to have constituted fraud, willful misconduct, or gross negligence, but in all respects such Persons and 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 shall be deemed to have, participated in good faith in connection with the above and entitled to the protection of section 1125(e) of the Bankruptcy Code. Each Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

E. **Injunction for Releases and Exculpation. Except as otherwise expressly provided in the Plan, the Confirmation Order, or the Sale Order, all Persons and Entities who have held, hold, or may hold Claims, Interests or Causes of Action that have been released under Article VIII.A or Article VIII.B, as applicable, or are subject to exculpation under Article VIII.D shall be permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Released Parties (solely with respect to Claims, Interests or Causes of Action that have been released under Article VIII.A and Article VIII.B), or the Exculpated Parties (solely as to Claims, Interests or Causes of Action subject to exculpation under Article VIII.D): (1) commencing or continuing in any manner any action or proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests or Causes of Action; (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, Interests, or Causes of Action; (3) creating, perfecting, or enforcing any Lien, Claim, or encumbrance of any kind against such Entities or their respective assets and property or the estates of such Entities on account of or in connection with or with respect to any such Claims, Interests or Causes of Action (other than rights of recoupment); (4) asserting any right of setoff or subrogation of any kind 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, Interests, or Causes of Action; and (5) commencing or continuing in any manner any action or other proceeding of any kind against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action. For the avoidance of doubt, nothing in this Article VIII.E prohibits any party from timely pursuing any stay or appeal of the Confirmation Order and**

nothing in this Article VIII.E shall afford any rights or benefit to any Parties or Entities that are not the Released Parties or the Exculpated Parties.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former directors, managers, officers, principals, predecessors, successors, employees, agents, and direct and indirect Affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan.

F. **Channeling Injunction.**

1. **Purpose. As of the Effective Date, to facilitate the liquidation of General Unsecured Claims by the Trusts and to preserve and promote the settlement framework contemplated by and provided for in the Plan, pursuant to the equitable jurisdiction and power of the Bankruptcy Court under the Bankruptcy Code, the Bankruptcy Court shall issue the channeling injunction set forth in this Article VIII.F (the "Channeling Injunction").**

2. **While the Channeling Injunction is in full force and effect as to any General Unsecured Claim asserted against the Debtors, (a) any Holder of a PI/WD Claim against the Debtors that is eligible for compensation under the Plan and the TDP on account of such PI/WD Claim shall be entitled to seek a recovery from the Settlement Trust but not the post-Effective Date Debtors, and (b) any Holder of a Commercial GUC Claim against the Debtors that is eligible for compensation under the Plan on account of such Commercial GUC Claim shall be entitled to seek a recovery from the Commercial GUC Trust but not the post-Effective Date Debtors. Accordingly, on or after the Effective Date, and subject to the terms of Article VIII.F, all Persons that have held or asserted, currently hold or assert, or that may in the future hold or assert, any General Unsecured Claim shall be stayed, restrained, and enjoined from taking any action for the purpose of directly, indirectly, or derivatively collecting, recovering, or receiving payment, satisfaction, or recovery from the post Effective Date Debtors with respect to any such General Unsecured Claim, including:**

a. **commencing, conducting, or continuing, in any manner, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum in any jurisdiction around the world against or affecting the post Effective Date Debtors, or any property or interest in property of any post Effective Date Debtors;**

b. **enforcing, levying, attaching (including any prejudgment attachment), collecting or otherwise recovering, by any manner or means, any judgment, award, decree, or order against or affecting any post Effective Date Debtors, or any property or interest in property of any post Effective Date Debtors;**

c. **creating, perfecting or otherwise enforcing in any manner, whether directly or indirectly, any encumbrance of any kind against any post Effective Date Debtors; or**

d. **taking any act in any manner, and in any place whatsoever, that does not conform to, or comply with, the provisions of the Plan or any Plan Document or with regard to any matter that is within the scope of the matters designated by the Plan to be subject to resolution by the Trusts, except in conformity and compliance with the Plan and any Plan Document with respect to any such General Unsecured Claim.**

3. **Reservations. Notwithstanding anything to the contrary in this Article VIII.F, the Channeling Injunction shall not enjoin or impair:**

a. **the rights of Holders of PI/WD Claims to assert such Claims against the Settlement Trust in accordance with the Plan, the Settlement Trust Agreement, and the TDP;**

b. **the rights of Holders of Commercial GUC Claims to assert such Claims against the Commercial GUC Trust in accordance with the Plan and the Commercial GUC Trust Agreement;**

c. **the Trusts from enforcing their rights under the Plan and the Confirmation Order;**

d. **the rights of the Trusts to prosecute any action against an Insurance Company;**

e. **the rights of the Trusts to prosecute any Retained Estate Causes of Action; and**

f. **the rights of Holders of General Unsecured Claims to seek recovery from, and commence or continue litigation against, any Person, Entity, or Governmental Unit that is not a post-Effective Date Debtor on account of their General Unsecured Claims or any other claim or Cause of Action.**

G. **Insurance Entity Injunction. All Persons that have held or asserted, that hold or assert, or that may in the future hold or assert any Cause of Action against any Insurance Company based upon, attributable to, arising out of, or in any way connected with any Insurance Policy, whenever and wherever arising or asserted, whether in the United States of America or anywhere else in the world, whether sounding in tort, contract, warranty, statute or any other theory of law, equity or admiralty, shall be stayed, restrained, and enjoined from taking any action for the purpose of directly or indirectly collecting, recovering, or receiving payments, satisfaction, or recovery with respect to any such Cause of Action, including:**

1. **commencing, conducting, or continuing, in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including a judicial, arbitration, administrative, or other proceeding) in any forum with respect to any such Cause of Action, demand, or cause of action against any Insurance Company, or against the property of any Insurance Company, with respect to any such Cause of Action, demand, or cause of action**

(including, for the avoidance of doubt, directly pursuing any suit, action or other proceeding with respect to any such Cause of Action, demand, or cause of action against any Insurance Company);

2. **enforcing, levying, attaching, collecting, or otherwise recovering, by any means or in any manner, whether directly or indirectly, any judgment award, decree, or other order against any Insurance Company, or against the property of any Insurance Company, with respect to any such Cause of Action;**

3. **creating, perfecting or enforcing in any manner, directly or indirectly, any lien or encumbrance against any Insurance Company, or the property of any Insurance Company, with respect to any such Cause of Action; and**

4. **except as otherwise specifically provided in the Plan, asserting or accomplishing any setoff, right of subrogation, indemnity, or contribution of any kind, directly or indirectly, against any obligation of any Insurance Company, or against the property of any Insurance Company, with respect to any such Cause of Action;**

***provided*, *however*, that (i) this injunction shall not impair in any way any actions brought by the Settlement Trust against any Insurance Company; (ii) the Settlement Trust shall have the sole and exclusive authority at any time to terminate, or reduce or limit the scope of, the injunction with respect to any Insurance Company, in accordance with the Trust Documents, upon express written notice to such Insurance Company; and (iii) this injunction is not issued for the benefit of any Insurance Company, and no Insurance Company is a third-party beneficiary of this injunction.**

Notwithstanding anything to the contrary in the Plan, this injunction shall not enjoin:

1. **the rights of any insured party under any "Side A" coverage of any D&O Policy;**

2. **the rights of any Person to the treatment accorded them under the Plan, as applicable, including the rights of Holders of PI/WD Claims to assert such Claims, as applicable, in accordance with the TDP;**

3. **the rights of the Settlement Trust to prosecute any action based on or arising from Insurance Policies;**

4. **the rights of the Settlement Trust to assert any Cause of Action, debt, obligation, or liability for payment against any Insurance Company based on or arising from the Insurance Policies;**

5. **any actions of the Contributing Parties in fulfilling their obligations under the Estate Claims Settlement in consultation and coordination with the Settlement Trust;**

6. **the rights of any Insurance Company to assert any Cause of Action, debt, obligation, or liability for payment against any other Insurance Company; or**

7. **the Cause of Action for reinsurance under reinsurance contracts or Cause of Action under retrocessional contracts among an Insurance Company and any another Insurance Company.**

H. Insurance Provision. Nothing in the Plan, the Plan Documents, the Confirmation Order, any finding of fact and/or conclusion of law with respect to the Confirmation of the Plan, any order or opinion entered on appeal from the Confirmation Order, or any valuation of Claims (either individually or in the aggregate) in the Chapter 11 Cases shall, with respect to any Insurance Company: (i) constitute any adjudication, judgment, trial, hearing on the merits, finding, conclusion, other determination establishing the coverage obligation of any such Insurance Company for any Claim; or (ii) limit the right of any such Insurance Company to assert any Insurer Coverage Defense; *provided*, *however*, that with, respect to (i) and (ii), (y) the transfer of rights to the Settlement Trust pursuant to the Insurance Assignment shall be valid and enforceable, and (z) the discharge or release of the Debtors or any Released Party from any Claims or Causes of Action under the Plan shall not affect the liability of any such Insurance Company. The establishment of any claim in litigation against the Settlement Trust in its capacity as the Debtors' representative shall be deemed the establishment of a claim against the Debtors for the purpose of triggering any available Insurance Policy. Neither the Plan nor the Plan Documents shall in anyway reduce, limit, discharge or release any Insurance Company.

I. Compromise and Settlement of PI/WD Claims. The treatment provided for PI/WD Claims under the Plan and the Settlement Trust Documents will incorporate and reflect a proposed settlement framework of such Claims against the Debtors. For the avoidance of doubt, the Co-Defendant Defensive Rights are not PI/WD Claims under the Plan and the Settlement Trust Documents and shall be preserved as provided in Article VIII.J.

J. Co-Defendant Defensive Rights. Notwithstanding anything to the contrary in this Plan or the Plan Documents, nothing shall release, bar, enjoin, impair, alter, modify, amend, limit, prohibit, restrict, reduce, any Co-Defendant Defensive Rights of any Co-Defendant as such rights exist or might in the future exist under applicable law. Nothing in this Plan or any of the Plan Documents shall (i) preclude, operate to or have the effect of, impairing any Co-Defendant from asserting in any proceeding any and all Co-Defendant Defensive Rights that it has or may have under applicable law or (ii) be deemed to waive or release any Co-Defendant Defensive Rights, and the assertion of such Co-Defendant Defensive Rights shall not be precluded by the Confirmation Order under the doctrines of issue preclusion, claim preclusion, or estoppel. This Article VIII.J shall be included in the Confirmation Order. Co-Defendant Defensive Rights shall not be used to seek or obtain any affirmative monetary recovery from the Debtors, the Estates, or the Trusts.

K. Protection against Discriminatory Treatment. To the maximum extent provided by section 525 of the Bankruptcy Code, and consistent with paragraph 2 of Article VI of the United States Constitution, no Entity, including no Governmental Unit, shall discriminate against the Debtors, the Trustees, the Wind-Down Officer or the Winning Bidder or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Debtors, the Trustees, the Wind-Down Officer, or the Winning Bidder or any Person or Entity with which the Debtors have been or is associated, solely because any Debtor was a debtor under chapter 11 of the Bankruptcy Code, may have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before such Debtor was granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

L. Setoff and Subrogation. In no event shall any Holder of a Claim or Interest be entitled to set off or subrogate any Claim that such Holder has against a Debtor against any Cause of Action of a Debtor, or a Trust, as applicable, unless such Holder Filed a motion before the Confirmation Date requesting the right to perform such setoff or subrogation or indicated in an Allowed Proof of Claim Filed before the Confirmation Date that such Holders asserts, has or intends to preserve, such right of setoff, or subrogation.

M. Document Retention. On and after the Effective Date, the Trustees may maintain documents in accordance with the Debtors' standard document retention policy, as may be altered, amended, modified, or supplemented by the Trustees.

N. Reimbursement or Contribution. If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent; or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

O. Term of Injunctions or Stays. Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan, in the Sale Order, or in the Confirmation Order), shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan, in the Confirmation Order, or in the Sale Order shall remain in full force and effect in accordance with their terms.

ARTICLE IX.
CONDITIONS PRECEDENT TO EFFECTIVE DATE

A. Conditions Precedent to the Effective Date.

Notwithstanding any other provision of the Plan or the Confirmation Order, the Effective Date shall occur on the first Business Day on which each of the following conditions precedent has been satisfied or waived pursuant to Article IX.B:

1. The Restructuring Support Agreement shall not have been terminated and shall remain in full force and effect.

2. The DOJ Settlement Agreement shall not have been terminated and shall remain in full force and effect.

3. The Australia Settlement Agreement shall not have been terminated and shall remain in full force and effect.

4. The Bankruptcy Court shall have entered the Disclosure Statement Order, and such order shall be a Final Order and in full force and effect.

5. The Bankruptcy Court shall have entered the Sale Order, and such order shall not have been stayed, modified, or vacated on appeal.

6. The Bankruptcy Court shall have entered the Confirmation Order, and such order shall not have been stayed, modified, or vacated on appeal.

7. The Sale Transaction Documents shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent (other than any conditions related to the occurrence of the Effective Date) to the consummation of the Sale Transaction shall have been waived or satisfied in accordance with the terms thereof.

8. Documents governing the New Takeback Debt and the New Revolving Facility (as defined in the Restructuring Support Agreement), if applicable, shall be in form and substance reasonably acceptable to the Required Consenting Lenders, and the closing of the Sale Transaction shall be deemed to occur concurrently with the occurrence of the Effective Date.

9. The Plan Supplement, including any amendments, modifications, or supplements to the documents, schedules, or exhibits included therein shall have been Filed with the Bankruptcy Court pursuant to the terms of the Plan.

10. The Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings or documents that are necessary to implement and effectuate this Plan and the Definitive Documents and no order, injunction or judgment shall have been issued by any governmental authority or arbitrator to restrain, prohibit, enjoin or declare illegal the transactions contemplated by this Plan, and no law shall have been promulgated or enacted and be in effect that on a temporary or permanent basis restrains, enjoins, or invalidates the transactions contemplated by this Plan.

11. The Professional Fee Escrow Account shall have been established and funded with the Professional Fee Amount.

12. All actions, documents, certificates, and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units as provided for in the Plan.

13. No court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final and non-appealable order making illegal or otherwise restricting, preventing, or prohibiting the consummation of the Restructuring Transactions, the Plan, or any other transaction contemplated thereby.

14. Except with respect to the Plan, which shall be in form and substance reasonably acceptable to the Debtors, the Required Consenting Lenders, and the Unsecured Creditors' Committee, and the Trust Documents (other than the Confirmation Order), which shall be in form and substance reasonably acceptable to the Unsecured Creditors' Committee (and, solely to the extent such documents adversely affect the rights or obligations of the Debtors or the Consenting Lenders, in form and substance reasonably acceptable to the Debtors or the Required Consenting Lenders, respectively), the Plan Documents (other than the Plan) shall be in form and substance reasonably acceptable to the Required Consenting Lenders and the Debtors and, solely to the extent such documents adversely affect Holders of General Unsecured Claims, the Unsecured Creditors' Committee.

15. The Sale Transaction Documents shall be in form and substance acceptable to the Debtors and the Required Consenting Lenders.

16. The Settlement Trust and the Commercial GUC Trust shall be funded with Settlement Trust Assets and the Commercial GUC Trust Assets, respectively.

17. The Data Transfer has been completed.

18. The GUC Reserve shall be funded in the amount equal to $500,000.

19. All Transaction Expenses and any other fees, expenses, and other amounts required to be paid pursuant to the Plan or pursuant to an order of the Bankruptcy Court shall have been paid in full in Cash.

20. The Debtors shall have filed a notice of occurrence of the Effective Date.

B. Waiver of Conditions Precedent. By mutual written consent of the Debtors, the Unsecured Creditors' Committee, and the Required Consenting Lenders, the conditions to the Effective Date set forth in Article IX.A of the Plan may be waived at any time without any notice to any other parties in interest and without any further notice to or action, order, or approval of the Bankruptcy Court, and without any formal action other than proceeding to confirm and consummate the Plan. The failure of the Debtors, the Unsecured Creditors' Committee, or the Required Consenting Lenders to exercise any of the foregoing rights will not be deemed a waiver of any other rights, and each right will be deemed an ongoing right that may be asserted at any time.

C. Effect of Non-Occurrence of Conditions to Consummation. If the Effective Date does not occur, the Plan will be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims, Interests, or Causes of Action held by any Debtor or any other Entity; (2) prejudice in any manner the rights of any Debtor or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking of any sort by any Debtor or any other Entity in any respect.

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

A. Modification of Plan. Subject to the limitations and terms contained in the Plan, the Debtors reserve the right to, in accordance with the Bankruptcy Code: (1) amend or modify the Plan before the entry of the Confirmation Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code, in accordance with the Bankruptcy Code and the Bankruptcy Rules, (2) after the entry of the Confirmation Order, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, remedy any defect or omission, or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan consistent with the terms set forth herein, and (3) remedy any defect or omission or reconcile any inconsistency in the Plan in such a manner as may be necessary to carry out the purpose and intent of the Plan upon order of the Bankruptcy Court. Notwithstanding the foregoing, the Debtors shall not amend or modify the Plan in any manner that would adversely impact Holders of General Unsecured Claims without the Unsecured Creditors' Committee prior written consent.

B. Effect of Confirmation on Modifications. Entry of the Confirmation Order shall constitute approval of all modifications or amendments to the Plan and the Plan Supplement occurring after the solicitation thereof pursuant to section 1127(a) of the Bankruptcy Code and a finding that such modifications to the Plan do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

C. Withdrawal of Plan. The Debtors reserve the right to revoke or withdraw the Plan with respect to any or all Debtors before the Confirmation Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or the Effective Date does not occur, then: (1) the Plan will be null and void in all respects; (2) any settlement or compromise not previously approved by Final Order of the Bankruptcy Court embodied in the Plan (including the fixing or limiting to an amount certain of any Claims or Classes of Claims), assumption or rejection of Executory Contracts or Unexpired Leases effectuated by the Plan, and any document or agreement executed pursuant to the Plan will be null and void in all respects; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims, Interests, or Causes of Action by any Entity, (b) prejudice in any manner the rights of the Unsecured Creditors' Committee, any Debtor or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Unsecured Creditors' Committee, any Debtor or any other Entity.

ARTICLE XI.
RETENTION OF JURISDICTION

A. Jurisdiction. Until the Chapter 11 Case is closed, the Bankruptcy Court shall retain jurisdiction necessary to ensure that the purposes and intent of the Plan are carried out. Nothing contained herein shall prevent the Settlement Trust from taking such action as may be necessary in the enforcement of any Settlement Trust Causes of Action, which actions shall survive Confirmation of the Plan and shall not be affected thereby except as specifically provided herein.

B. General Retention. Following Confirmation of the Plan, the administration of the Chapter 11 Case will continue until the Chapter 11 Cases are closed by a Final Order of the Bankruptcy Court.

C. Specific Purposes. In addition to the foregoing, the Bankruptcy Court shall retain jurisdiction over matters arising in, out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction to:

1. modify the Plan after Confirmation pursuant to the provisions of the Bankruptcy Code and the Bankruptcy Rules;

2. correct any defect, cure any omission, reconcile any inconsistency or make any other necessary changes or modifications in or to the Plan, the Plan Supplement, the Trust Documents or the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan, including the adjustment of the date(s) of performance in the Plan in the event the Effective Date does not occur as provided herein so that the intended effect of the Plan may be substantially realized thereby;

3. hearing a motion to approve the TDP and any supplement thereto, including any proposed claims matrix contained therein that effectuates the allocation of Trust Assets;

4. assure performance by the Trusts of their obligations to make distributions under the Plan (to the extent that the Trust have assets available for distribution);

5. enforce and interpret the terms and conditions of the Plan, the Plan Documents, and the Trust Documents;

6. enter such orders or judgments, including injunctions (a) as are necessary to enforce the title, rights, and powers of the Trusts, (b) to execute, implement, or consummate the provisions of the Plan, the Confirmation Order, and all contracts, instruments, releases and other agreements or documents created in connection with the Plan or the Confirmation Order, and (c) as are necessary to enable holders of Claims to pursue their rights against any Person that may be liable therefor pursuant to applicable law or otherwise;

7. hear and determine any and all motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications involving the Debtors that may be pending on the Effective Date (which jurisdiction shall be non-exclusive as to any such non-core matters);

8. hear and determine matters concerning local, state, federal, and foreign taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

9. hear and determine all applications for compensation of Professionals and reimbursement of expenses under sections 328, 330 or 331 of the Bankruptcy Code;

10. hear and determine any Cause of Action arising during the period from the Petition Date to the Effective Date, or in any way related to the Plan, the Plan Supplement, or the transactions contemplated hereby, against the Debtor, the Trusts, and their respective representatives;

11. hear and determine any and all matters related to Executory Contracts or Unexpired Leases, including: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease and to hear, determine, and, if necessary, liquidate, any Cure Claims or other Claims arising therefrom, including pursuant to section 365 of the Bankruptcy Code; (b) any matters relating to future performance under any Executory Contract or Unexpired Lease that is assumed and assigned to the Winning Bidder; and (c) any dispute regarding whether a contract or lease is or was executory, expired, or terminated;

12. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of (a) contracts, instruments, releases, indentures, and other agreements or documents approved by Final Order in the Chapter 11 Cases and (b) the Plan, the Plan Supplement, the Sale Order, the Confirmation Order, and contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan; *provided* that the Bankruptcy Court shall not retain jurisdiction over disputes concerning documents contained in the Plan Supplement that have a jurisdictional, forum selection, or dispute resolution clause that refers disputes to a different court;

13. grant any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

14. hear and determine such other matters and for such other purposes as may be provided in the Confirmation Order;

15. hear and determine the Allowance and/or Disallowance of any Claims, including Administrative Claims, against or Interests in the Debtors or their Estates, including any objections to any such Claims or Interests, and the compromise and settlement of any Claim, including Administrative Claims, against or Interest in the Debtor or their Estates;

16. hear and resolve disputes concerning any reserves under the Plan or the administration thereof;

17. hear and determine all questions and disputes regarding title to the assets of the Debtors, their Estates, or the Trusts;

18. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked, or vacated, or if distributions pursuant to the Plan or under the Trust Documents are enjoined or stayed;

19. hear and determine any other matters related hereto, including the implementation and enforcement of all orders entered by the Bankruptcy Court in the Chapter 11 Case;

20. resolve any disputes concerning whether a Person had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, the Bar Date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount;

21. hear and determine all questions and disputes regarding matters pertaining to discovery rights of the Settlement Trust and the related agreements that include, but are not limited to, the Plan and the Trust Documents;

22. hear and determine any dispute as to whether Luis Alvarez or Laurent Angibaud have complied with their respective obligations under Article IV.FF;

23. enter a Final Order or decree concluding or closing the Chapter 11 Cases; and

24. hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or the Judicial Code.

D. Settlement Trust Causes of Action. Notwithstanding anything to the contrary in the Plan, including this Article XI, the Bankruptcy Court shall not retain jurisdiction, and after the Effective Date shall not have jurisdiction under 28 U.S.C. § 1334, over the Settlement Trust Causes of Action to the extent that such Causes of Action are asserted by the Settlement Trust against (i) TPG or its Related Parties, in their capacities as such or (ii) any of the Debtors' current and former Insiders, Affiliates and Related Parties.

E. Courts of Competent Jurisdiction. To the extent that the Bankruptcy Court is not permitted under applicable law to preside over any of the foregoing matters, the reference to the "Bankruptcy Court" in this Article XI shall be deemed to be replaced by the "District Court." If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of the Plan, such abstention, refusal, or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

ARTICLE XII.
MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect. Notwithstanding Bankruptcy Rules 3020(e), 6004(h) or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtor, the Trustees, the Wind-Down Officer, any and all Holders of Claims against and Interests in the Debtors (irrespective of whether Holders of such Claims or Interests are deemed to have accepted the Plan), all Persons that are parties to or are subject to the settlements, compromises, releases, exculpations, and injunctions described in the Plan, each Person acquiring property under the Plan, any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtor and any other parties-in-interest.

B. Additional Documents; Further Assurances. On or before the Effective Date, the Debtor 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 and the Plan Supplement. The Debtor, the Trustees, the Wind-Down Officer 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 be necessary or advisable to effectuate the provisions and intent of the Plan, the Plan Supplement, or the Confirmation Order.

C. Statutory Committee. On the Effective Date, the Unsecured Creditors' Committee shall dissolve and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases; *provided*, *however*, that the Unsecured Creditors' Committee will stay in existence solely for the limited purpose of (a) applications filed pursuant to sections 330 and 331 of the Bankruptcy Code and (b) motions or litigation, including pending appeals, seeking enforcement of the provisions of the Plan or under the Confirmation Order; *provided*, *further*, that with respect to pending appeals and related proceedings, the Unsecured Creditors' Committee shall continue to comply with sections 327, 328, 329, 330, 331 and 1103 of the Bankruptcy Code in seeking compensation for services rendered.

D. Termination of Fee Examiner's Appointment. Upon the resolution of all applications filed pursuant to sections 330 and 331 of the Bankruptcy Code by Professionals subject to review by the Fee Examiner, the Fee Examiner's appointment shall terminate, and the Fee Examiner shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases.

E. Reservation of Rights. Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by the Unsecured Creditors' Committee or any other Person with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (a) the Debtor with respect to the Holders of Claims or Interests or any other Person or (b) any Holder of a Claim or an Interest or any other Person prior to the Effective Date.

F. Successors and Assigns. The rights, benefits and obligations of any Person named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Person.

G. Post-Effective Date Service. After the Effective Date, the Wind-Down Officer and the Trustees are authorized to limit the list of Persons receiving documents pursuant to Bankruptcy Rule 2002 to those Persons that have filed renewed requests for service.

H. Notices to the Debtor. All notices, requests, and demands to or upon the Debtor to be effective shall be in writing (including by email transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered, addressed as follows:

Ropes & Gray LLP
191 N. Wacker Drive
Chicago, IL 60606
Attn: Ryan Preston Dahl
Benjamin M. Rhode
Lucas Smith
Email: Ryan.Dahl@ropesgray.com

Benjamin.Rhode@ropesgray.com
Luke.Smith@ropesgray.com

- and -

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Attn: Gregg M. Galardi
Lindsay Barca
Email: Gregg.Galardi@ropesgray.com
Lindsay.Barca@ropesgray.com

I. Entire Agreement; Controlling Document. Except as otherwise indicated, on the Effective Date, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations with respect to the subject matter of the Plan and the Plan Supplement, all of which will have become merged and integrated into the Plan and the Plan Supplement, except for the Sale Transaction Documents. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall control. This Plan and the Plan Supplement, including any drafts thereof (and any discussions, correspondence, or negotiations regarding any of the foregoing) shall in no event be construed as, or be deemed to be, evidence of an admission or concession on the part of any party in interest of any claim or fault or liability or damages whatsoever. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, all negotiations, discussions, agreements, settlements, and compromises reflected in or related to the Plan and the Plan Supplement are part of a proposed settlement of matters that could otherwise be the subject of litigation among various parties in interest, and such negotiations, discussions, agreements, settlements, and compromises shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of the Plan.

J. 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. After the exhibits and documents are Filed, copies of such exhibits and documents shall be made available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the website of the Claims, Noticing, and Solicitation Agent at https://restructuring.ra.kroll.com/exactech/ or the Bankruptcy Court's website at https://www.deb.uscourts.gov/. Unless otherwise ordered by the Bankruptcy Court, to the extent any exhibit or document in the Plan Supplement is inconsistent with the terms of any part of the Plan that does not constitute the Plan Supplement, such part of the Plan that does not constitute the Plan Supplement shall control.

K. Non-Severability of Plan Provisions upon Confirmation. If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors (in consultation with the Required Consenting Lenders and the Unsecured Creditors' Committee), 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 and the Plan Supplement as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to their terms; (2) integral to the Plan and may not be deleted or modified without the consent of the parties thereto; and (3) non-severable and mutually dependent.

L. Section 1125(e) Good Faith Compliance. Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors, the Consenting Lenders, and each of their respective Affiliates, and each of their and their Affiliates' agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys, in each case solely in their respective capacities as such, will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties nor individuals will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan or any previous plan.

M. Payment of Quarterly Fees. All Quarterly Fees due and payable prior to the Effective Date shall be paid by the Debtors on or before the Effective Date. The Wind-Down Officer shall pay all such fees that arise after the Effective Date, but before the closing of the Chapter 11 Case, and shall comply with all applicable statutory reporting requirements.

N. Effective Date Actions Simultaneous. Unless the Plan or the Confirmation Order provides otherwise, actions required to be taken on the Effective Date shall take place and be deemed to have occurred simultaneously, and no such action shall be deemed to have occurred prior to the taking of any other such action.

O. Closing of Chapter 11 Cases. The Settlement Trustee shall, promptly after the full administration of the Chapter 11 Cases, File all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases; *provided* that the Settlement Trustee can move to close less than all of the Chapter 11 Cases at any time following the Effective Date.

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

Q. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

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Dated: July 24, 2025

Exactech, Inc., on behalf of itself and all other Debtors

/s/ Jesse York

Jesse York
Chief Restructuring Officer

EXHIBIT B

Notice of Effective Date

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:	Chapter 11
Exactech, Inc., *et al*,[1]	Case No. 24-12441 (LSS)
	(Jointly Administered)
Debtors.	**Ref. Docket No. ___**

NOTICE OF (I) ENTRY OF CONFIRMATION ORDER, (II) OCCURRENCE OF EFFECTIVE DATE, AND (III) RELATED BAR DATES

PLEASE TAKE NOTICE THAT:

Confirmation of Plan. On September ___, 2025, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered its *Findings of Fact, Conclusions of Law, and Order (I) Approving Supplemental Disclosure and (II) Confirming the Fifth Amended Joint Chapter 11 Plan of Exactech, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. ___] (the "Confirmation Order"). Unless otherwise defined herein, capitalized terms used in this Notice shall have the meanings ascribed to such terms in the *Fifth Amended Joint Chapter 11 Plan of Exactech, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code Same* [Docket No. 1501] (as may be further amended, modified, or supplemented, the "Plan"). Copies of the Confirmation Order and the Plan may be obtained by accessing https://restructuring.ra.kroll.com/Exactech.

Effective Date. Each of the conditions precedent to the occurrence of the Effective Date enumerated in Article IX.A of the Plan have been satisfied and/or waived as provided in Article IX.B of the Plan, and the Effective Date of the Plan occurred on ________, 2025.

Release, Exculpation, and Injunction. Pursuant to the Confirmation Order, the release, injunction, and exculpation provisions in Article VIII of the Plan are now in full force and effect.

Administrative Claims Bar Date. In accordance with Article II.A of the Plan, any Holder of an Administrative Claim arising after January 10, 2025 must File and serve such Administrative Claim request on the Wind-Down Officer, Alan D. Halperin, _______ ([____]@[____].com), no later than _________, 2025 or such other bar date established pursuant to the procedures in the Bar Date Order. Such request must include at a minimum: (i) the name of the Holder of the Administrative Claim; (ii) the amount of the Administrative Claim; (iii) the basis of the Administrative Claim; and (iv) all supporting documentation for the Administrative Claim.

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: Osteon Holdings, Inc. (7042); Osteon Intermediate Holdings I, Inc. (7778); Osteon Intermediate Holdings II, Inc. (1292); Exactech, Inc. (3930); and XpandOrtho, Inc. (4250). The Debtors' service address is 2320 NW 66th Court, Gainesville, Florida 32653.

Except for Professional Fee Claims, DIP Claims, and Transaction Expenses, Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request on or before the applicable Administrative Claim Bar Date or other date established by the Bar Date Order shall be Disputed and unless Allowed by a Final Order shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Estates, the Wind-Down Officer, or the property of any of the foregoing, and such Administrative Claims shall be deemed satisfied in full as of the Effective Date.

Bar Date for Professional Fee Claims. In accordance with Article II.B of the Plan, all requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred from the Petition Date through and including the Confirmation Date must be filed no later than **_________, 2025**.

Bar Date for Rejection Damages. All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Bankruptcy Court on or before __________, 2025. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time may, following an objection to the allowance of such Claim, be disallowed, forever barred from assertion, and not be enforceable against the Debtors, the Estates, the Trusts, Winning Bidder, or the property of any of the foregoing Entities. Claims arising from the rejection of the Executory Contracts and Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with applicable provisions of the Plan, the Bankruptcy Code and the Bankruptcy Rules.

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Dated: ___________, 2025
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ _________________

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