

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

In re:

CASA SYSTEMS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-10695 (KBO)

(Jointly Administered)

Ref. Docket No. 316, 394 & 415

NOTICE OF FILING OF FOURTH PLAN SUPPLEMENT

PLEASE TAKE NOTICE that, on April 26, 2024, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an Order [Docket No. 222] (the “Solicitation Procedures Order”), (a) conditionally approving the *Second Amended Disclosure Statement for the Joint Plan of Liquidation Casa Systems, Inc. and Its Debtor Affiliates* [Docket No. 333] (as modified, amended, or supplemented from time to time, the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (b) authorizing the above-captioned debtors and debtors in possession (collectively, the “Debtors”) to solicit acceptances for the *Second Amended Joint Plan of Liquidation Casa Systems, Inc. and Its Debtor Affiliates* [Docket No. 302] (as modified, amended, or supplemented from time to time, the “Plan”);² (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); and (d) approving the procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE that on May 10, 2024, the Debtors filed the *Notice of Filing of Plan Supplement* [Docket No. 316] (the “First Plan Supplement”) in support of the Plan.

PLEASE TAKE FURTHER NOTICE that on June 3, 2024, the Debtors filed the *Notice of Filing of Second Plan Supplement* [Docket No. 394] (the “Second Plan Supplement”) in support of the Plan.

PLEASE TAKE FURTHER NOTICE that on June 3, 2024, the Debtors filed the *Third Amended Joint Plan of Liquidation of Casa Systems, Inc. and Its Debtor Affiliates* [Docket No. 399].

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

² Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Plan, Disclosure Statement, or the *Debtors’ Motion for Entry of an Order (I) Scheduling a Combined Disclosure Statement and Plan Confirmation Hearing; (II) Conditionally Approving the Disclosure Statement, (III) Establishing a Plan and Disclosure Statement Objection Deadline and Related Procedures; (IV) Approving the Solicitation Procedures; (V) Approving the Combined Notice; and (VI) Granting Related Relief* [Docket No. 23], as applicable.

PLEASE TAKE FURTHER NOTICE that on June 4, 2024, the Debtors filed the *Notice of Filing of Third Plan Supplement* [Docket No. 415] (the “Third Plan Supplement”) in support of the Plan.

PLEASE TAKE FURTHER NOTICE that on June 5, 2024, the Court entered its *Findings of Fact, Conclusions of Law, and Order (I) Approving the Adequacy of the Disclosure Statement and (II) Confirming the Third Amended Joint Plan of Liquidation of Casa Systems, Inc. and Its Debtors Affiliates* [Docket No. 421].

PLEASE TAKE FURTHER NOTICE that as contemplated by the Plan and the Solicitation Procedures Order, the Debtors hereby file this fourth plan supplement (the “Fourth Plan Supplement,” and together with the First Plan Supplement, the Second Plan Supplement, and the Third Plan Supplement, the “Plan Supplements”). The Debtors shall have the right to amend the documents contained in, and exhibits to, the Plan Supplements through the Effective Date and such documents and exhibits remain subject to the review of the Ad Hoc Group, whose consent rights under the RSA are expressly reserved. The Fourth Plan Supplement contains the following documents (each as defined in the Plan):

Exhibit	Plan Supplement Document
A	Plan and Preserved Actions Administrators Agreement
A-1	Redline to Previously Filed Form of Plan Administrator Agreement
B	Schedule of Retained Causes of Action
B-1	Redline to Previously Filed Schedule of Retained Causes of Action

PLEASE TAKE FURTHER NOTICE that if you would like to obtain a copy of the Disclosure Statement, the Plan, or related documents, free of charge, you should contact the voting and solicitation agent retained by the Debtors in these chapter 11 cases, Epiq Corporate Restructuring, LLC, (“Epiq” or “Voting Agent”) by (a) writing to Casa Systems, Inc. Ballot Processing Center, c/o Epiq Corporate Restructuring, LLC, 10300 SW Allen Blvd., Beaverton, OR 97005; (b) calling (877) 477-4039 (toll-free within the United States or Canada) or #1 971-606-5260 (if outside the United States or Canada); (c) emailing casasystems@epiqglobal.com and referencing “Casa Systems” in the subject line); or (d) visiting the Debtors’ restructuring website at <https://dm.epiq11.com/casasystems>. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <https://www.deb.uscourts.gov/>.

ARTICLE IX OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **SECTION IX.C. CONTAINS A THIRD PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER.

THIS NOTICE IS BEING SENT TO YOU FOR INFORMATIONAL PURPOSES ONLY. IF YOU HAVE QUESTIONS WITH RESPECT TO YOUR RIGHTS UNDER THE PLAN OR ABOUT ANYTHING STATED HEREIN OR IF YOU WOULD LIKE TO OBTAIN ADDITIONAL INFORMATION, CONTACT THE VOTING AGENT.

Dated: June 6, 2024
Wilmington, Delaware

/s/ Timothy R. Powell

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Exhibit A

Plan and Preserved Actions Administrators Agreement

PLAN AND PRESERVED ACTIONS ADMINISTRATORS AGREEMENT

THIS PLAN AND PRESERVED ACTIONS ADMINISTRATORS AGREEMENT (the “Agreement”) is entered into this 6th day of June, 2024, by and among Casa Systems, Inc., Casa Systems Securities Corporation, and Casa Properties LLC (collectively, the “Debtors”) in the chapter 11 bankruptcy cases jointly administered under Case No. 24-10695 (KBO) (the “Chapter 11 Cases”); Broadbent Advisors LLC, a Delaware LLC, by and through Gary Broadbent in his capacity as the Plan Administrator under the Plan (in such capacity, the “Plan Administrator”); and David Dunn, in his capacity as the Preserved Actions Administrator under the Plan (in such capacity, the “Preserved Actions Administrator”, and each of the Plan Administrator and the Preserved Actions Administrator, an “Administrator,” and collectively, the Plan Administrator and the Preserved Actions Administrator, the “Administrators”) (each a “Party,” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, on April 3, 2024 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), thereby commencing the Chapter 11 Cases;

WHEREAS, on June 3, 2024, the Debtors filed the *Third Amended Joint Plan of Liquidation of Casa Systems, Inc. and Its Debtor Affiliates* [Docket No. 399] (as may be amended, modified, or supplemented, the “Plan”) with the Bankruptcy Court;

WHEREAS, pursuant to the Plan, as of the Effective Date, the Plan Administrator, selected by the Debtors in consultation with the Required Consenting Term Loan Lenders (as defined in the Plan) and the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases (the “Committee”), shall be appointed and thereafter serve in accordance with the Plan;

WHEREAS, pursuant to the Plan, as of the Effective Date, the Preserved Actions Administrator, selected by the Committee in consultation with the Debtors, shall be appointed and thereafter serve in accordance with the Plan; and

WHEREAS, on June 5, 2024, the Bankruptcy Court entered an order confirming the Plan [Docket No. 421] (as may be amended, modified, or supplemented, the “Confirmation Order”). Copies of the Plan and the Confirmation Order are attached hereto as **Exhibit A** and **Exhibit B**, respectively, and are incorporated herein by reference.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, pursuant to the Plan, the Parties do hereby covenant and agree as follows:

ARTICLE I. Definitions; Interpretive Rules

1.1 **Terms Defined in Plan.** Any capitalized term used and not defined herein shall have the meaning ascribed to such term in the Plan.

1.2 Interpretive Rules. For purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (a) references to “Articles,” “Sections,” “Exhibits,” and other subdivisions, without reference to a particular document, are to be designated Articles, Sections, Exhibits, and other subdivisions of this Agreement; (b) the use of the term “including” means “including but not limited to;” and (c) the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to any particular provision (unless otherwise specified). The enumeration and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement. The singular shall include the plural and the plural the singular, when the context so requires, and the feminine, the masculine, and the neuter genders shall be mutually inclusive.

ARTICLE II.

Appointment of the Administrators

2.1 Plan Administrator Appointment and Acceptance. Gary Broadbent is hereby appointed as the Plan Administrator, and the Plan Administrator hereby accepts such appointment. On the Effective Date and automatically and without further action, all actions and services performed by the Plan Administrator in connection with its duties and obligations under this Agreement prior to the Effective Date, and the authorization and payment for such performance, including the Plan Administrator’s professional fees and expenses, shall be ratified and authorized to the extent not already authorized by the Plan or the Confirmation Order.

2.2 Preserved Actions Administrator Appointment and Acceptance. David Dunn is hereby appointed as the Preserved Actions Administrator, and the Preserved Actions Administrator hereby accepts such appointment. On the Effective Date and automatically and without further action, all actions and services performed by the Preserved Actions Administrator in connection with its duties and obligations under this Agreement prior to the Effective Date, and the authorization and payment for such performance, shall be ratified and authorized to the extent not already authorized by the Plan or the Confirmation Order.

Rights and Powers of the Plan Administrator

2.3 Plan Administrator as Debtor/Estate Representative. On the Effective Date and to the extent necessary to give full effect to its administrative rights and duties under the Plan, the Plan Administrator:

- (a) shall be deemed to be the party vested with all rights, powers, privileges, and authorities of (i) an appropriate corporate or partnership director, officer, or manager of each of the Debtors under any applicable nonbankruptcy law and (ii) a “trustee” of each of the Debtors under chapter 7 of the Bankruptcy Code and section 1106 of the Bankruptcy Code; and
- (b) pursuant to Article IV.N.4 of the Plan, shall succeed to all powers as would have been applicable to each Debtor’s directors, officers, and managers, including the rights of the Debtors as the direct or indirect owners of the Debtor Affiliates, as applicable, and shall act for the Debtors in the same fiduciary capacity as applicable

to a board of directors and officers, subject to the provisions of the Plan, the Confirmation Order, and this Agreement; *provided, however*, that the Plan Administrator may continue to consult with or employ the Debtors' former directors, officers, employees, and managers in its reasonable discretion.

2.4 In addition to the powers and authority specified in the Plan and subject to Section 3.3(b) herein, the Plan, and the Plan Supplement, the Plan Administrator shall be empowered to:

- (a) open and maintain bank accounts on behalf of, or in the name of, the Debtors, including the establishment, re-evaluation, adjustment, and maintenance of accounts to establish appropriate reserves, and designate additional authorized signatories on bank accounts as may be necessary;
- (b) calculate and as promptly as practicable make distributions (including distributions to Holders of Term Loan Facility Claims) and other payments, in each case as provided for or contemplated by the Plan, the Confirmation Order, or this Agreement, and take all steps and execute all instruments and documents necessary to make such distributions;
- (c) receive, manage, supervise, preserve, and protect the Net Distributable Assets;
- (d) collect and liquidate the Net Distributable Assets, legal title to which shall be held by the Debtors and the Estates in the care of the Plan Administrator;
- (e) abandon any Net Distributable Assets (other than Cash and cash equivalents) that the Plan Administrator reasonably determines to be of de minimis monetary value or burdensome to the Plan Administrator's administration of the Net Distributable Assets, in each case after giving effect to the costs and expenses reasonably expected to liquidate such assets to Cash;
- (f) (i) where reasonably necessary or appropriate, defend against and object to any Claims and litigate such objections to resolution, (ii) compromise and settle any issue or dispute regarding the amount, validity, priority, treatment or allowance of any such Claims, and (iii) supervise and administer the resolution, any settlement, and payment of Allowed Claims pursuant to the Plan or the Bankruptcy Code, in each case without further Bankruptcy Court approval (collectively, the "Claims Resolution Process"); *provided* that the Claims Resolution Process shall not encompass pursuit or settlement of the Preserved Actions;
- (g) as applicable, (i) seek a determination of tax liability under section 505 of the Bankruptcy Code, (ii) file, if necessary, any and all tax and information returns required with respect to the Debtors, (iii) make tax elections for and on behalf of the Debtors, (iv) represent the interest and account of the Debtors before any taxing authority, and (v) pay taxes, if any, payable for and on behalf of the Debtors;
- (h) pay all lawful expenses, debts, charges, taxes, and liabilities of the Debtors in accordance with this Agreement, the Plan, and the Confirmation Order;

- (i) withhold from the amount distributable to any Person such amount as may be sufficient to pay any tax or other charge which the Plan Administrator has determined, in its reasonable discretion, is required to be withheld therefrom under the income tax laws of the United States, any foreign country, or of any state, local, or political subdivision thereof;
- (j) effect all actions and enter into any agreement or execute any document or instrument required by, or consistent with, the Plan, the Confirmation Order, or this Agreement and perform all obligations thereunder;
- (k) investigate, institute, commence, file, pursue, prosecute, enforce, abandon, settle, compromise, release, waive, dismiss, or withdraw any and all Causes of Action other than the Preserved Actions of the Debtors in any court or other tribunal without any further order of the Bankruptcy Court; *provided*, however, that, notwithstanding the foregoing, the Plan Administrator shall have no duty to bring any Cause of Action and may decline to pursue any Cause of Action to the extent it determines that such litigation or appeal is not in the best interests of the Estates;
- (l) seek Bankruptcy Court approval of any individual or global settlement of any Causes of Action other than the Preserved Actions of the Debtors as the Plan Administrator deems reasonably necessary or desirable in its sole discretion;
- (m) subject to the Wind-Down Budget (unless otherwise agreed in writing by the Required Consenting Term Loan Lenders or their counsel, email being sufficient), purchase and carry all Insurance Policies and pay all insurance premiums and costs it deems reasonably necessary or advisable; *provided* that any such premiums and costs shall be paid solely with Cash from the Wind-Down Amount;
- (n) subject to the Wind-Down Budget, retain and compensate, without further order of the Bankruptcy Court, the services of employees, professionals, and consultants to advise and assist in the administration of the Estates and the administration, prosecution, and distribution of the Net Distributable Assets in accordance with the Plan, the Confirmation Order, and this Agreement; *provided* that any such employees, professionals, or consultants shall be compensated solely with Cash from the Wind-Down Amount (unless otherwise agreed in writing by the Required Consenting Term Loan Lenders or their counsel, email being sufficient);
- (o) file post-confirmation and post-Effective Date reports and pay statutory fees as and when they become due;
- (p) implement, enforce, or discharge all of the terms, conditions, and all other provisions of, and all duties and obligations under, the Plan, the Confirmation Order, and this Agreement relating to the Debtors and the Net Distributable Assets;
- (q) take all actions reasonably necessary to wind down the Estates, including overseeing the wind-down of the Debtors' Affiliates, to the extent such authority is not otherwise explicitly provided to the Preserved Actions Administrator in this Agreement or the Plan;

- (r) appear and participate in any proceeding before the Bankruptcy Court or any other court with competent jurisdiction with respect to any matter regarding or related to this Agreement, the Plan, or the Net Distributable Assets;
- (s) be responsible for the ongoing administration of the Chapter 11 Cases and all actions related to the closing of the Chapter 11 Cases;
- (t) make all necessary filings in accordance with any applicable law, statute, or regulation; and
- (u) take all other actions consistent with the provisions of the Plan that the Plan Administrator deems reasonably necessary or desirable to administer the Net Distributable Assets in accordance with the Plan, the Confirmation Order, this Agreement and applicable law.

Rights and Powers of the Preserved Actions Administrator

2.5 Subject to Section 3.3(a) herein, the Plan, and the Plan Supplement, the Preserved Actions Administrator shall serve as a representative of the Estates, in accordance with Bankruptcy Code section 1123(b)(3), with respect to any and all Preserved Actions of the Debtors, and shall be empowered to efficiently and expeditiously:

- (a) pursue, protect, and enforce the Preserved Actions by any reasonable method, including by judicial proceedings, as well as by asserting any rights of setoff or other legal or equitable defenses in connection therewith;
- (b) investigate, institute, commence, file, pursue, prosecute, try to judgment, appeal, pursue collection of judgment, enforce, abandon, settle, compromise, release, assign, waive, dismiss, or withdraw any and all Preserved Actions of the Debtors in any court or other tribunal without any further order of the Bankruptcy Court; *provided, however*, that, notwithstanding the foregoing, the Preserved Actions Administrator shall have no duty to bring any Preserved Actions and may decline to pursue any Preserved Actions to the extent they determine that such litigation or appeal is not in the best interests of the Estates;
- (c) pay any statutory fees as and when they become due with respect to any and all distributions of proceeds (and any other actions giving rise to such fees) from the Preserved Actions;
- (d) seek Bankruptcy Court approval of any individual or global settlement of any Preserved Actions as the Preserved Actions Administrator deems reasonably necessary or desirable in its sole discretion;
- (e) subject to the other provisions of this Agreement, retain legal counsel and other advisors and professionals with respect to the Preserved Actions as it deems reasonably necessary or desirable; *provided* that fees and expenses of such counsel and other advisors and professionals shall not be payable from the Wind-Down Amount;

- (f) appear and participate in any proceeding before the Bankruptcy Court or any other court with competent jurisdiction with respect to any matter regarding or relating to the Preserved Actions; and
- (g) seek to collect and enforce the Estate's rights and remedies under or in relation to the Preserved Actions.

Notwithstanding the foregoing, the Preserved Actions Administrator shall not interfere with any of the Plan Administrator's activities, responsibilities, and duties as set forth herein and in the Plan.

2.6 Reserved.

2.7 Permitted Investments. The Plan Administrator is authorized, in its reasonable discretion, to invest the Net Distributable Assets with a bank that is on the U.S. Trustee approved list for section 345 deposits. Subject to the foregoing, any investments of the Net Distributable Assets (i) shall be administered in view of the manner in which individuals of ordinary prudence, discretion and judgment would act in the management of their own affairs and (ii) shall be limited to demand and time deposits, such as certificates of deposit, having maturities of not more than one year, and U.S. Treasury bills or other temporary liquid investments that are readily convertible to known amounts of Cash. The Plan Administrator shall have no liability for interest or producing income on any moneys received hereunder, and held for distribution or payment pursuant to the terms of the Plan and this Agreement.

2.8 Limitations on the Plan Administrator. Notwithstanding anything to the contrary under applicable law permitting any such action, the Plan Administrator shall not directly or indirectly do or undertake any of the following:

- (a) receive transfers of any listed stocks or securities, or any readily marketable securities, except as is absolutely necessary or required under the Plan and the Confirmation Order;
- (b) retain Cash or cash equivalents in excess of a reasonable amount necessary to (i) fulfill obligations related to the Plan or this Agreement, including reserves with respect thereto, (ii) make specified distributions, and (iii) satisfy any liabilities of the Debtors and their Estates; *provided* that such amount shall not exceed an amount equal to (A) the Wind-Down Amount, (B) the Priority Claims Amount up to the Priority Claims Amount Cap, (C) the amounts necessary to fund the Professional Fee Reserve Account on the Effective Date, (D) the GUC Non-Litigation Claim Recovery Amount, (E) the amounts necessary to fund the KEIP Pool, (F) the amounts necessary to pay all reasonable and documented fees and expenses of the Ad Hoc Group Advisors and of the Prepetition Agents (including reasonable and documented prepetition and postpetition agency fees, including budgeted post-Effective Date agency fees, of the Prepetition Agents that accrue and have not otherwise been paid) to the extent not previously paid prior to the Effective Date, and (G) any accrued and unpaid postpetition payroll as of the Effective Date, and any other postpetition payables included in the Approved Budget (as defined in the Cash Collateral Order) but not yet paid as of the Effective Date;

- (c) receive or retain any operating assets of an ongoing business, a partnership interest in a partnership that holds operating assets, or fifty percent (50%) or more of the stock of a corporation or other Entity with operating assets;
- (d) accept, guarantee, endorse or otherwise assume or take on, directly or indirectly, any obligation or other liability, monetary or otherwise, on behalf of the Debtors other than as required or permitted by the Plan or the Confirmation Order;
- (e) take any actions inconsistent with the orderly and expeditious liquidation of the Net Distributable Assets or as are required by applicable law, the Plan or the Confirmation Order;
- (f) interfere with the Preserved Actions Administrator's pursuit of the Preserved Actions; or
- (g) engage in any business or trade except as consistent with the orderly and expeditious liquidation of the Net Distributable Assets; *provided, however*, that the Plan Administrator shall not be prohibited from engaging in any trade or business on its own account, provided that such activity does not conflict or interfere in any manner with the Plan Administrator's administration of the Net Distributable Assets.

2.9 Plan Administrator Operating Reserve.

- (a) On the Effective Date, the Plan Administrator shall establish and maintain a reserve (the "Plan Administrator Operating Reserve") with Cash in an amount equal to (A) the Wind-Down Amount, (B) the Priority Claims Amount up to the Priority Claims Amount Cap, (C) the amounts necessary to fund the Professional Fee Reserve Account on the Effective Date, (D) the GUC Non-Litigation Claim Recovery Amount, (E) the amounts necessary to fund the KEIP Pool, (F) the amounts necessary to pay all reasonable and documented fees and expenses of the Ad Hoc Group Advisors and of the Prepetition Agents (including reasonable and documented prepetition and postpetition agency fees, including budgeted post-Effective Date agency fees, of the Prepetition Agents that accrue and have not otherwise been paid) to the extent not previously paid prior to the Effective Date, and (G) any accrued and unpaid postpetition payroll as of the Effective Date, and any other postpetition payables included in the Approved Budget (as defined in the Cash Collateral Order) but not yet paid as of the Effective Date, or such other amount as reasonably agreed upon by the Debtors and the Required Consenting Term Loan Lenders, which amount shall be deemed necessary by the Plan Administrator to satisfy anticipated fees, costs, and expenses incurred or to be incurred by the Debtors and the Plan Administrator for operating, liquidating, and winding down the Debtors in accordance with the Plan. The Plan Administrator Operating Reserve shall be used by the Plan Administrator solely to satisfy the distributions set forth in the Plan and the expenses of the Debtors and the Plan Administrator as set forth in the Plan. The Plan Administrator is authorized, but not directed, in accordance with its business judgment, to establish and fund one or

more reserves, which shall be deemed part of the Plan Administrator Operating Reserve, in specific amounts from the Plan Administrator Operating Reserve as necessary or appropriate to discharge its duties and make distributions hereunder. In no event shall the Plan Administrator be required or permitted to use its personal funds or assets for such purposes.

- (b) Any funds remaining in the Plan Administrator Operating Reserve at the time of the final decree closing these Chapter 11 Cases shall be distributed to Holders of Term Loan Facility Claims.

2.10 Professional Fee Reserve Account. Professional Fee Claims and other unpaid fees and expenses that are payable by the Debtors before and as of the Effective Date shall be paid from the Professional Fee Reserve Account. If the Professional Fee Reserve Account is insufficient to fund the full Allowed amounts of Professional Fee Claims, the remaining unpaid Allowed Professional Fee Claims shall be paid by the Plan Administrator as Allowed Administrative Claims. To the extent there are any excess amounts remaining in the Professional Fee Reserve Account following the satisfaction of all Professional Fee Claims, the Plan Administrator shall distribute such funds to Holders of Term Loan Facility Claims; *provided* that, notwithstanding the foregoing, any unspent portion of the Committee Professionals Budget Allocation held in the Professional Fee Reserve Account shall be distributed to holders of General Unsecured Claims in accordance with the Plan, and should insufficient amounts remain in the Professional Fee Reserve Account to fund any unspent portion of the Committee Professionals Budget Allocation, then the Plan Administrator shall nonetheless distribute any unspent portion of the Committee Professionals Budget Allocation to holders of General Unsecured Claims in accordance with the Plan.

2.11 Retention of Counsel and Agents.

- (a) The Plan Administrator shall retain legal counsel and shall retain other advisors and professionals (collectively, the “Plan Administrator Professionals”), to the extent he deems reasonably necessary. Plan Administrator Professionals may include legal counsel, accountants, experts, advisors, consultants, investigators, appraisers, real estate brokers, auctioneers, and other professionals whose retention and employment the Plan Administrator deems appropriate.
- (b) The Plan Administrator Professionals do not need to be “disinterested,” as defined by the Bankruptcy Code, and may include the attorneys and financial advisors employed by any party in the Chapter 11 cases. The Plan Administrator may retain such Plan Administrator Professionals without further approval from the Bankruptcy Court, and the Plan Administrator will be permitted to retain any such Plan Administrator Professional in light of the efficiencies implicit in continuity. The Plan Administrator’s retention of such Plan Administrator Professionals is deemed not to pose any conflict of interest.
- (c) Any professionals retained by the Plan Administrator shall be entitled to compensation for all reasonable and documented services rendered and monthly reimbursement of reasonable and documented fees, costs, and expenses incurred. The payment of the fees, costs, and expenses of the Plan Administrator and Plan

Administrator Professionals incurred before or after the Effective Date shall be made in the ordinary course of business and shall not be subject to prior approval of the Bankruptcy Court. All such fees, costs, and expenses shall be paid solely from Cash from the Wind-Down Amount in accordance with the Wind-Down Budget (unless otherwise agreed in writing by the Required Consenting Term Loan Lenders or their counsel, email being sufficient).

- (d) The Preserved Actions Administrator shall retain legal counsel and shall retain other advisors and professionals (collectively, the “Preserved Actions Administrator Professionals”), to the extent reasonably necessary; *provided* that no Estate funds, including, for the avoidance of doubt, the Wind-Down Amount, shall be used to compensate any Preserved Actions Administrator Professionals, or the Preserved Actions Administrator or any fees or expenses associated with pursuing the Preserved Actions.

2.12 Compensation of Plan Administrator.

- (a) The Plan Administrator shall be entitled to compensation as set forth in the Plan or any supplement thereto (the “Fees”), and reimbursement of reasonable and documented out of pocket fees, costs, and expenses (the “Expenses”).
- (b) The Fees and Expenses shall be payable out of the Plan Administrator Operating Reserve solely from Cash from the Wind-Down Amount in accordance with the Wind-Down Budget without further Bankruptcy Court order or any notice or action (unless otherwise agreed in writing by the Required Consenting Term Loan Lenders or their counsel, email being sufficient).

2.13 Compensation of Preserved Actions Administrator. The Preserved Actions Administrator shall be entitled to compensation in the amount of two percent (2.0%) of the gross proceeds of any Preserved Actions and no compensation from any other source of Estate funds, including, for the avoidance of doubt, the Wind-Down Amount.

2.14 Resignation or Death of Administrators.

- (a) Any of the Administrators may resign at any time by giving the other Administrator and the Oversight Committee at least thirty (30) days’ written notice of such Administrator’s intent to do so and filing such notice with the Bankruptcy Court. In the event of an Administrator’s resignation, as applicable, (x) the resigning Plan Administrator shall render to the successor Plan Administrator a full and complete accounting of monies and assets received, disbursed, and held during the term of office of that Plan Administrator, or (y) the resigning Preserved Actions Administrator shall render to the successor Preserved Actions Administrator(s) a full and complete accounting of the status of any proceedings relating to and any proceeds received on account of any Preserved Actions. The resignation shall be effective on the later of (i) the date specified in the notice; (ii) the date that is thirty (30) days after the date the notice is delivered; and (iii) the date the

accounting described in the preceding sentence's clause (x) or clause (y), as applicable, is delivered.

- (b) In the event that any of the Administrators resigns pursuant to subsection (a) or is otherwise no longer available for any reason, such Administrator shall designate (in the case of a replacement Plan Administrator, in consultation with the Required Consenting Term Loan Lenders) another Person or Entity to serve as successor administrator within thirty (30) days, or such time as may be extended for cause, and thereupon such successor administrator, without any further act or need for an order of the Bankruptcy Court, shall become fully vested with all of the rights, powers, duties, and obligations of the predecessor. Notice of any such selection shall be filed with the Bankruptcy Court. Without limiting the generality of the foregoing, in the event of any dispute over removal or selection of the Administrators, including whether or not "Cause" for removal exists as described herein or any other dispute over the terms of this Agreement or the Administrators' performance hereunder, the Administrators or any party-in-interest may request appropriate relief from the Bankruptcy Court. Upon the appointment of the applicable successor administrator, all responsibilities of the predecessor administrator relating to the Debtors or arising under the Plan or this Agreement shall be terminated; *provided, however*, that the original administrator's right to indemnification and other protections set forth herein shall survive termination and is subject to Sections 2.15 and 2.16.
- (c) Upon the appointment of a successor Plan Administrator and the delivery of the then-remaining Net Distributable Assets to the successor Plan Administrator's control, or upon the appointment of any successor Preserved Actions Administrator, whereupon the successor Preserved Actions Administrator shall succeed to the rights and responsibilities of the predecessor Preserved Actions Administrator with respect to the Preserved Actions, the predecessor Plan Administrator or Preserved Actions Administrator, as applicable, shall have no further liability or responsibility with respect thereto (other than liabilities arising prior to the cessation of its role as Plan Administrator or Preserved Actions Administrator, as applicable). A successor Administrator shall have no duty to examine or inquire into the acts or omissions of its immediate or remote predecessor, and no successor Administrators shall be in any way liable for the acts or omissions of any predecessor Administrators, unless such successor Administrators expressly assume such responsibility. Predecessor Administrators shall have no liability for the acts or omissions of any immediate or subsequent successor Administrators for any events or occurrences subsequent to the cessation of their roles as Administrators. Notwithstanding anything in this Agreement, in the event a successor Administrator is not appointed after thirty (30) days of the occurrence or effectiveness, as applicable, of the prior Administrator's resignation, death, incapacity, or removal, the Bankruptcy Court shall determine a successor Administrator, taking into account, in the case of the Plan Administrator, any successor proposed by the Required Consenting Term Loan Lenders.

2.15 Removal of Administrators. Each of the Administrators may be removed for “Cause” as determined by order of the Bankruptcy Court. For purposes of both this provision and removal, Cause shall mean:

- (i) theft, dishonesty, fraud, or willful misconduct including intentional falsification of any employment or other records;
- (ii) gross negligence or material failure in the performance of any material duties under the Plan or this Agreement that is: (a) repeated and/or continued after written notice of, and a reasonable opportunity to cure, such gross negligence or material failure; and (b) material to the Debtors or the Estates; or
- (iii) the indictment or conviction (including any plea of guilty or no contest) for any felony or other crime involving dishonesty or moral turpitude.

During the pendency of any dispute before the Bankruptcy Court regarding removal of an Administrator and any appeals therefrom, such Administrator shall (i) continue to discharge the rights, obligations, and duties of such Administrator hereunder and pursuant to the Plan and the Confirmation Order, and (ii) continue to receive payment of Fees and Expenses incurred pursuant to this Agreement.

2.16 Plan Provisions. In connection with all actions taken in their capacity as Administrators, each Administrator shall be entitled to rely upon the applicable exculpation, release, and indemnification and limitation of liability provisions set forth in any corporate organizational document, this Agreement, the Plan, and the Confirmation Order. Notwithstanding anything herein, an Administrator shall not be entitled to any release, exculpation, or indemnification if such Administrator is determined to have engaged in fraud, gross negligence, or willful misconduct as determined by a Final Order of the Bankruptcy Court, provided that in no event will the Administrators be liable for punitive, exemplary, consequential, or special damages under any circumstances.

2.17 Exculpation and Indemnification. The Plan Administrator, the Plan Administrator Professionals, the Preserved Actions Administrator, and the Preserved Actions Administrator Professionals (collectively, the “Post-Effective Date Indemnified Parties”), each in their capacities as such, shall be deemed exculpated and indemnified, to the fullest extent of the law, in all respects by the Debtors, with respect to the Plan Administrator and the Plan Administrator Professionals, solely from available funds in the Wind-Down Budget, and with respect to the Preserved Actions Administrator and the Preserved Actions Administrator Professionals, solely from proceeds of the Preserved Actions, and any applicable insurance policies, for any losses, claims, damages, liabilities, and expenses, including reasonable attorneys’ fees, disbursements, and related expenses which may incur or to which the Post-Effective Date Indemnified Parties may become subject in connection with any action, suit, proceeding, or investigation brought or threatened against one or more of the Post-Effective Date Indemnified Parties on accounts of the acts or omissions of the Administrators solely in their capacity as such; *provided, however*, that the Post-Effective Date Indemnified Parties shall not be entitled to any indemnification for actions or omissions that were the result of willful misconduct, gross negligence, or fraud.

2.18 Limitation of Liability. The Administrators shall be deemed judicial officers for purposes of immunity from civil action. No Holder of a Claim or Interest or representative thereof shall have or pursue any Cause of Action against the Administrators or the Post-Effective Date Indemnified Parties for taking any action in accordance with, or to implement the provisions of, the Plan, this Agreement, the Confirmation Order, or any order of the Bankruptcy Court other than for actions or omissions as a result of willful misconduct, gross negligence, or fraud. All Persons and Entities shall look solely to available funds in the Wind-Down Budget, in the case of the Plan Administrator, or the proceeds of the Preserved Actions, in the case of the Preserved Actions Administrator, and any applicable insurance policies for satisfaction of claims of any nature arising in connection with the affairs of the Administrators or claims against the Administrators or the Post-Effective Date Indemnified Parties, and there shall be no personal obligation to satisfy such liabilities. The Administrators may, in connection with the performance of their functions, in their sole and absolute discretion, consult with and rely upon their attorneys, accountants, advisors, and agents with respect to matters in their area of expertise (with respect to the Plan Administrator, who shall be compensated solely from Cash from the Wind-Down Amount and, with respect to the Preserved Actions Administrator, who shall not be compensated with any Estate Funds other than proceeds of Preserved Actions), and shall not be liable for any act taken, or omitted to be taken, or suggested to be done in good faith and in accordance with advice or opinions rendered by such Persons, regardless of whether such advice or opinions were in writing. Notwithstanding such authority, the Administrators shall be under no obligation to consult with any such attorneys, accountants, advisors, or agents, and their determination not to do so shall not result in the imposition of liability on the Administrator unless such determination is based on willful misconduct, gross negligence, or fraud, provided that in no event will the Administrators be liable for punitive, exemplary, consequential, or special damages under any circumstances.

2.19 Burden of Proof. In any proceeding brought by any of the Debtors or the Estates, or any other Person or Entity who is bound by this Agreement challenging any action, determination or failure to act of the Post-Effective Date Indemnified Parties in discharge of their duties under this Agreement or the Plan, the Person or Entity bringing or prosecuting such proceeding shall have the burden of proving that such determination, action or failure to act constituted gross negligence, willful misconduct, or fraud. Notwithstanding anything to the contrary in this Agreement or any duty otherwise existing at law or equity, each determination, action or failure to act of the Post-Effective Date Indemnified Parties in the discharge of their duties under this Agreement or the Plan is, to the extent consistent with this Agreement or the Plan, hereby deemed to not constitute a breach of this Agreement, the Plan, or any duty hereunder, thereunder, or existing at law, in equity, or otherwise.

2.20 Reliance by the Administrators. Post-Effective Date Indemnified Parties may absolutely rely upon, and shall be fully protected in acting or refraining from acting, if they rely upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, or other instrument or document that the Post-Effective Date Indemnified Party has no reasonable belief to be other than genuine and to have been signed or presented other than by the proper party or parties or, in the case of facsimile transmissions, to have been sent other than by the proper party or parties, in each case without obligation to satisfy itself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt. In the absence of gross negligence, willful misconduct, or fraud in respect of the Post-Effective Date Indemnified Parties' duties as found by a Final Order of the Bankruptcy Court, the Post-Effective Date

Indemnified Parties may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting (or, if applicable, not acting) thereon.

2.21 Reliance by Entities Dealing with the Administrators. In the absence of actual knowledge to the contrary, any Person or Entity dealing with the Debtors or the Estates shall be entitled to rely on the authority of the Administrators to act on behalf of the Debtors or the Estates, and shall have no obligation to inquire into the existence of such authority. Each Person or Entity who is bound by this Agreement hereby waives, to the fullest extent permitted by law, any and all defenses or other remedies that may be available against such Person or Entity to contest, negate, or disaffirm any action of the Administrators in connection with any such dealing. Each and every certificate, document, or other instrument executed on behalf of the Debtors or the Estates by the Plan Administrator or the Preserved Actions Administrator, as applicable, or their representative or agents shall be conclusive evidence in favor of any and every Person or Entity relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document, or instrument, this Agreement was in full force and effect, (b) the Person or Entity executing and delivering such certificate, document, or instrument was duly authorized and empowered to do so for and on behalf of the Debtors or the Estates, and (c) such certificate, document, or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Debtors and the Estates.

2.22 Limited Recourse. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, Persons (including any professionals retained by the Administrators in accordance with this Agreement) engaged in transactions with the Debtors or the Administrators, shall look only to the available funds in the Wind-Down Budget or the proceeds of the Preserved Actions, as applicable, to satisfy any liability incurred in connection with carrying out the terms of this Agreement, the Plan, or the Confirmation Order.

2.23 Insurance. The Plan Administrator may obtain, at the expense of the Debtors and solely with funds from the Wind-Down Budget (unless otherwise agreed in writing by the Required Consenting Term Loan Lenders or their counsel, email being sufficient), commercially reasonable liability or other appropriate insurance with respect to the obligations of the Debtors, including appropriate directors' and officers' insurance with respect to the Wind-Down.

2.24 No Successor Liability. Except as otherwise expressly provided in the Plan and the Confirmation Order, the Administrators (i) are not, and shall not be deemed to assume, agree to perform, pay, or otherwise have any responsibilities for any liabilities or obligations of the Debtors or any other Person relating to or arising out of the operations or the assets of the Debtors prior to the Effective Date; (ii) are not, and shall not be, successors to the Debtors by any reason of any theory of law or equity or responsible for the knowledge or conduct of any Debtor prior to the Effective Date; and (iii) shall not have any successor or transferee liability of any kind or character.

2.25 Survival. The provisions of this Article II shall survive the termination of this Agreement and the death, resignation, removal, liquidation, dissolution, or replacement of either or both Administrators. The provisions of this section are in the nature of contractual obligations and no change in applicable law or the Debtors' charter, bylaws or other organizational documents or

policies shall affect the Administrators' or the other Post-Effective Date Indemnified Parties' rights hereunder.

2.26 Standard of Care. The Administrators shall exercise their respective rights and powers vested in them by this Agreement and use reasonable business judgment in the exercise of their respective duties. Subject to applicable law, the Administrators shall not be liable to the Debtors or any beneficiary for any act they may do or omit to do as Administrators while acting in good faith and in the exercise of their reasonable business judgment; provided that the Administrators shall not take any actions inconsistent with the Plan, Confirmation Order, or this Agreement. The foregoing limitation on liability will apply equally to the agents, and/or employees of the Administrators, as applicable, including the Plan Administrator Professionals (as defined herein) acting on behalf of the Plan Administrator in the fulfillment of the Plan Administrator's duties hereunder. Nothing in this Agreement shall be deemed to prevent either Administrator from taking, or failing to take, any action that based upon the advice of counsel or other professionals, such Administrator reasonably determines it is obligated to take (or fail to take) in the performance of any fiduciary or similar duty of such Administrator.

ARTICLE III. Oversight Committee

3.1 Oversight Committee. On the Effective Date, the Oversight Committee shall be established and comprised of unsecured creditors designated by the Committee, in consultation with the Debtors. The members (each, a "Member" and collectively, the "Members") of the Oversight Committee shall be as follows:

- (a) Dennis Losik (on behalf of Avnet, Inc.);
- (b) Daniel E. Hopkins (on behalf of Illinois Valley Cellular, LLC);
- (c) Jonathan Putman (on behalf of T-Mobile US Inc.); and
- (d) Caroline Reichert.

3.2 Business Judgment. The Oversight Committee and each of its Members shall exercise its business judgment for the benefit of all Holders of Claims and Interests to maximize the value of the Preserved Actions and expeditiously conclude the Claims Resolution Process (with respect to the resolution of General Unsecured Claims), giving due regard to the costs, risks, and delay of any course of action.

3.3 Role and Authority. Notwithstanding anything to the contrary in this Agreement, the Oversight Committee shall have reasonable consent rights over:

- (a) the Preserved Actions Administrator's settlement of the Preserved Actions; and
- (b) the Claims Resolution Process, solely with respect to the resolution of General Unsecured Claims; *provided* that should the Oversight Committee consider a resolution of a General Unsecured Claim held by a Member of the Oversight

Committee then such Member shall recuse itself solely with respect to the consideration of that resolution.

3.4 Objection. Notwithstanding anything to the contrary in this Agreement, if the Oversight Committee does not approve of or otherwise objects to an action proposed by the Administrators, consistent with the Oversight Committee's consent rights described in Section 3.3 above, (i) the Preserved Actions Administrator, or the Plan Administrator, and the Oversight Committee shall attempt to consensually resolve such dispute, and (ii) if the applicable parties are not able to resolve such dispute within five (5) days, the matter may be resolved by the Bankruptcy Court pursuant to a motion by any party-in-interest to such dispute (which motion, with respect to any settlement, compromise or other resolution of a disputed Claim or Cause of Action, shall be brought and adjudicated pursuant to Bankruptcy Rule 9019).

3.5 Meetings. Meetings of the Oversight Committee are to be held with such frequency and at such place as the Oversight Committee determines.

3.6 Manner of Acting.

- (a) A majority of the total number of Members of the Oversight Committee then in office shall constitute a quorum for the transaction of business at any meeting of the Oversight Committee. The affirmative vote of a majority of the Members of the Oversight Committee present and entitled to vote at a meeting at which a quorum is present shall be the act of the Oversight Committee except as provided otherwise in this Agreement. In the event that a vote of the Oversight Committee taken at a meeting at which a quorum is present results in a tie, the vote of the Plan Administrator, with respect to votes regarding matters described in Section 3.3(b) above, or the Preserved Actions Administrator, with respect to votes regarding matters described in Section 3.3(a) above, shall determine whether the proposed action is approved by the Oversight Committee. The Oversight Committee may take action by written consent and votes may be provided by electronic mail.
- (b) Any or all of the Members of the Oversight Committee may participate in a meeting by, or conduct a meeting through the use of, conference telephone or similar communications equipment by means of which persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. Any Member of the Oversight Committee participating in a meeting by this means is deemed to be present in person at the meeting. Voting may be conducted by electronic mail or individual electronic or other written communications.
- (c) Any Member of the Oversight Committee who is present and entitled to vote at a meeting of the Oversight Committee when action is taken is deemed to have assented to the action taken, subject to the requisite vote of the Oversight Committee unless: (i) such Member of the Oversight Committee objects at the beginning of the meeting (or promptly upon his/her arrival) to holding it or to transacting business at the meeting; or (ii) he/she delivers written notice (including

by electronic transmission) of his/her dissent or abstention to the Oversight Committee before the meeting takes place. The right of dissent or abstention is not available to any Member of the Oversight Committee who votes in favor of the action taken.

- (d) In addition to the provisions set forth in Section 3.9 hereof, prior to the taking of a vote on any matter or issue or the taking of any action with respect to any matter or issue, each Member of the Oversight Committee shall report to the Oversight Committee any conflict of interest such Member has or may have with respect to the matter or issue at hand and fully disclose the nature of such conflict or potential conflict (including, without limitation, disclosing any and all financial or other pecuniary interests that such Member might have with respect to or in connection with such matter or issue), other than in their capacity as a creditor. A Member who has or who may have a conflict of interest shall be deemed to be a “conflicted Member” who shall not be entitled to vote or take part in any action with respect to such matter or issue (however such Member shall be counted for purposes of determining the existence of a quorum); the vote or action with respect to such matter or issue shall be undertaken only by Members of the Oversight Committee who are not “conflicted Members.”

3.7 Action Without a Meeting. Any action required or permitted to be taken by the Oversight Committee at a meeting may be taken without a meeting if the action is taken by written consent of the Oversight Committee. Written consent may be obtained via email, and the failure to submit an objection to the Oversight Committee within three (3) business days (or such other notice period as may be agreed) after written (including facsimile or electronic) notice of a proposed action is provided shall be deemed an approval by such Member of the Oversight Committee for purposes of this Section 3.7.

3.8 Tenure, Removal, and Replacement of Members. The authority of the Oversight Committee Members shall be effective as of the Effective Date and shall remain and continue in full force and effect until the Debtors are dissolved in accordance with Section 7.2. The service of the Oversight Committee Members shall be subject to the following:

- (a) the Oversight Committee Members will serve until (i) death (in the case of a Member that is a natural Person) or dissolution (in the case of a Member that is not a natural Person), (ii) resignation pursuant to subsection (b) below, (iii) removal pursuant to subsection (c) below, or (iv) dissolution of the Debtors.
- (b) An Oversight Committee Member may resign at any time by providing a written notice of resignation to the remaining Members of the Oversight Committee. Any Oversight Committee Member who resigns shall continue to serve until the earlier of (i) the appointment of his or her successor, and (ii) sixty (60) days after the delivery of such written notice. In the event that any Member’s Allowed Claim or Cure Amount has been satisfied in full, such Member shall have the right to submit their resignation to the remaining Members and the Plan Administrator within ten (10) business days of receiving such satisfaction, and such resignation shall be

effective immediately upon receipt without the need for the appointment of a successor.

- (c) a Member may be removed by the majority vote of the other Members of the Oversight Committee, written resolution of which shall be delivered to the removed Member; *provided, however*, that such removal may only be made for Cause. For purposes of this Section 3.8(c), “Cause” shall be defined as: (i) such Member’s theft or embezzlement or attempted theft or embezzlement of money or tangible or intangible assets or property; (ii) such Member’s violation of any law (whether foreign or domestic), which results in a felony indictment or similar judicial proceeding; (iii) such Member’s willful misconduct, fraud, or knowing violation of law in the performance of his or her duties; or (iv) such Member’s failure or inability to perform any of his or her other material duties under this Agreement (including the regular attendance at meetings).
- (d) in the event of a vacancy on the Oversight Committee due to the removal, resignation, death or dissolution of a Member, a new Member may be appointed to fill such position by a majority of the remaining Members of the Oversight Committee.
- (e) immediately upon the appointment of any successor Member of the Oversight Committee, all rights, powers, duties, authority, and privileges of the predecessor Member of the Oversight Committee under this Agreement and the Plan shall be vested in and undertaken by the successor Member of the Oversight Committee without any further act. In addition, the successor Member of the Oversight Committee shall not be responsible for any act or omission of the predecessor Member of the Oversight Committee. Any successor Member of the Oversight Committee appointed hereunder shall execute an instrument accepting such appointment and assuming all of the obligations set forth herein.
- (f) the resignation, death, dissolution, removal, or appointment of a new Member of the Oversight Committee shall be evidenced by the filing with the Bankruptcy Court of a notice of appointment.

3.9 Recusal. Any members of the Oversight Committee who have previously engaged in litigation or otherwise pursued a Cause of Action against any Person(s) shall recuse themselves with respect to any decisions or oversight regarding the Claims reconciliation process and related matters involving such Person(s).

3.10 Compensation and Reimbursement. For the avoidance of doubt, Members of the Oversight Committee shall not be entitled to (i) compensation for the performance of such Member’s duties hereunder or (ii) reimbursement of expenses incurred relating to each Member’s own attorneys or professionals.

3.11 Retention of Counsel. The Oversight Committee as a body shall not retain its own counsel.

ARTICLE IV.
Committee Limited Survival

4.1 Committee Limited Retention Post-Effective Date. As set forth in the Plan, on the Effective Date, the Committee shall dissolve automatically and the members thereof shall be released and discharged from all duties and obligations arising from or related to the Chapter 11 Cases; *provided, however*, that after the Effective Date, the Committee shall continue to exist and have standing and a right to be heard for the following limited purposes:

- (a) applications, and any relief related thereto, for payment of Professional Fee Claims and requests for allowance of Administrative Expense Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code; and
- (b) any appeals of the Confirmation Order or any such other appeals to which the Committee is a party.

4.2 Debtors and Plan Administrator Consultation. In the prosecution and pursuit of the matters set forth in Section 4.1, the Committee shall consult with the Debtors and the Plan Administrator. The Debtors and the Plan Administrator agree to use reasonable best efforts to assist the Committee in the pursuit of the limited engagements set forth herein.

4.3 Dissolution of Committee. Upon the final resolution of the matters set forth in this section the Committee shall be immediately dissolved, and released in accordance with the Plan and this Agreement.

ARTICLE V.
Distributions

5.1 Distributions Under the Plan.

- (a) Distributions of proceeds of the Net Distributable Assets to the Holders of Term Loan Facility Claims shall be made as follows:
 - i. distributions shall be made by the Disbursing Agent, in accordance with the Plan and without the need for any further order of the Bankruptcy Court; and
 - ii. upon the receipt by the Plan Administrator of the proceeds of the Net Distributable Assets, the Disbursing Agent will promptly distribute such proceeds to the Holders of Term Loan Facility Claims in accordance with the Plan. The Plan Administrator shall reasonably endeavor to make distributions of any proceeds of the Net Distributable Assets no less frequently than on a quarterly basis.
- (b) Distributions from the GUC Recovery Pool to Holders of Allowed General Unsecured Claims shall be made as follows:

- i. distributions shall be made by the Disbursing Agent, in accordance with the Plan and without the need for any further order of the Bankruptcy Court; and
- ii. upon the receipt by the Preserved Actions Administrator of the proceeds of the Preserved Actions, the Disbursing Agent will promptly distribute such proceeds to the Holders of Allowed General Unsecured Claims in accordance with the Plan.

5.2 Distributions on Account of Disputed Claims. Except as otherwise provided in a Final Order, set forth in this Agreement, or as agreed by the relevant parties, distributions on account of disputed Claims that become Allowed Claims after the Effective Date will be made by the Plan Administrator at such periodic intervals as the Plan Administrator determines to be reasonably prudent.

5.3 No Distributions Pending Allowance. Notwithstanding anything in the Plan or the Confirmation Order to the contrary, no distribution will be made with respect to any disputed Claim until such Claim becomes an Allowed Claim.

5.4 Settling Disputed Claims. The Plan Administrator is authorized to settle, or withdraw any objections to disputed Claims following the Effective Date without the need for approval of the Bankruptcy Court.

5.5 Allocation of Distributions Between Principal and Interest. Except as otherwise provided in the Plan and subject to the Plan, to the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount (as determined for federal income tax purposes) of the Claim and then to accrued but unpaid interest.

5.6 Setoffs and Recoupments. The Administrators may, but shall not be required to, set off against any Claims of any nature whatsoever that the Debtors may have against the Holder of a Claim; *provided* that neither the failure to do so nor the allowance of any Claim under the Plan shall constitute a waiver or release of any Claim the Debtors may have against the Holder of such Claim.

5.7 U.S. Trustee Fees and Reports. After the Effective Date, the Plan Administrator shall pay as an expense of the Debtors and their Estates all fees incurred under 28 U.S.C. § 1930(a)(6) by reason of the Debtors' disbursements as required under the Plan and the Confirmation Order until the Chapter 11 Cases are closed; *provided* that the Preserved Actions Administrator shall be solely responsible for paying any and all such fees with respect to any and all distributions of proceeds (and any other actions giving rise to such fees) from the proceeds of the Preserved Actions. After the Effective Date, the Plan Administrator shall prepare and serve on the Office of the U.S. Trustee such quarterly disbursement reports for the Debtors as required by the U.S. Trustee for as long as the Chapter 11 Cases remain open.

5.8 Timing of Distributions. In the event that any payment, distribution or act under the Plan or this Agreement is required to be made or performed on a date that is not a Business Day, then the making of such payment or distribution or the performance of such act may be completed on

or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date. Any requirement under the Plan or the Confirmation Order that the Plan Administrator or Disbursing Agent make a payment or distribution on a date shall mean that such party is required to commence the process of making a payment or distribution on such date.

5.9 Tax Identification Numbers. The Plan Administrator may require any Holder of a Claim to furnish to the Plan Administrator (i) its social security number or employer or taxpayer identification number as assigned by the IRS and (ii) the original Form W-8 or copy of Form W-9, as applicable, as completed by each Holder of a Claim, and the Plan Administrator may condition any distribution to any holder of a Claim upon the receipt of such information.

ARTICLE VI.

Effect of the Agreement on Third Parties

6.1 There is no obligation on the part of any person dealing with the Debtors' Estates, the Debtors, the Plan Administrator, the Plan Administrator Professionals, the Preserved Actions Administrator, or any counsel retained by the Preserved Actions Administrator to see to the application of the money or other consideration paid or delivered to the Administrators, or to inquire into the validity, expediency, or propriety of any such transaction, or the authority of the Administrators, or any agent of the Plan Administrator, to enter into or consummate the same, except upon such terms as the Plan Administrator or Preserved Actions Administrator, as applicable, may deem advisable.

ARTICLE VII.

Termination of the Agreement and Amendment and Dissolution of Debtors

7.1 Automatic Termination of the Agreement. This Agreement shall terminate and the Administrators shall be discharged at such time as: (i) the Estates have been fully administered and all of the Assets have been liquidated or abandoned; (ii) the Preserved Actions have been efficiently and expeditiously prosecuted, adjudicated, settled, dismissed, withdrawn, or otherwise resolved; (iii) all duties and obligations of the Administrators hereunder have been fulfilled; (iii) all distributions required to be made under the Plan and this Agreement have been made; and (iv) a Final Order has been entered by the Bankruptcy Court closing the last of the Chapter 11 Cases.

7.2 Termination for Cause. This Agreement may be terminated for cause shown pursuant to a Final Order entered by the Bankruptcy Court after notice and a hearing; *provided* that in the event that this Agreement is terminated before its automatic termination as provided in Section 7.1, the Bankruptcy Court shall approve a successor Plan Administrator or Preserved Actions Administrator, as applicable, to fill the vacancy left by the termination of this Agreement.

7.3 Dissolution of the Debtors. The Debtors will be dissolved by the Plan Administrator as soon as practicable after the liquidation, administration, and distribution of the Net Distributable Assets, and the pursuit and resolution of the Preserved Actions in accordance with the terms of this Agreement and the Plan, and its full performance of all other duties and functions set forth herein or in the Plan. The Administrators shall not unduly prolong the duration of the Debtors or the pursuit of the Preserved Actions. The Preserved Actions Administrator shall at all times

endeavor to efficiently and expeditiously pursue the Preserved Actions, and the Plan Administrator shall at all times endeavor to expeditiously resolve, settle, preserve, protect, or otherwise dispose of all the Net Distributable Assets and to effect the distribution of the Net Distributable Assets to creditors in accordance with the terms hereof and dissolve the Debtors as soon as practicable.

ARTICLE VIII.

Miscellaneous

8.1 Right to Seek Court Approval. The Administrators shall have the right to seek Bankruptcy Court approval or direction with respect to any matter relating to the administration of the Estates and Net Distributable Assets or the performance of their respective duties and responsibilities under the Plan, the Confirmation Order, or this Agreement, even if such approval is not required by the Plan, the Confirmation Order, or this Agreement.

8.2 Confidentiality. The Administrators shall, and shall cause any of their agents and representatives, to hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity or matter to which the Net Distributable Assets relate to, of which the Administrators have become aware in their capacity as Administrators.

8.3 Amendments. The Administrators, through mutual consent, may modify, supplement, or amend this Agreement in any way that is not inconsistent with the Plan or the Confirmation Order to clarify any ambiguity or inconsistency or render the Agreement in compliance with its stated purposes; *provided* that any such modification, supplement or amendment shall be filed with the Bankruptcy Court; *provided, further*, that any such modification, supplement or amendment shall not materially alter the terms of this Agreement.

8.4 Waiver. No failure by the Administrators to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

8.5 Cumulative Rights and Remedies. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights under law or in equity.

8.6 No Bond Required. Notwithstanding any state law to the contrary, the Plan Administrator (including any successor Plan Administrator) shall be exempt from giving any bond or surety or other security for the performance of its duties in any jurisdiction unless otherwise ordered by the Bankruptcy Court.

8.7 Irrevocability. This Agreement shall be irrevocable, except as otherwise expressly provided in this Agreement and in accordance with the Plan.

8.8 Retention of Jurisdiction. Notwithstanding the Effective Date, and to the fullest extent permitted by law, the Bankruptcy Court shall retain exclusive jurisdiction after the Effective Date, including, without limitation, jurisdiction to resolve any and all controversies, suits, and issues that may arise in connection therewith, including, without limitation, this Agreement, or any Entity's obligations incurred in connection herewith, including, without limitation, any action against the

Plan Administrator, any Person retained by the Plan Administrator and the Post-Effective Date Indemnified Parties.

8.9 Severability. In the event that any provision of this Agreement or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

8.10 Limitation of Benefits. Except as otherwise specifically provided in this Agreement, nothing herein is intended or shall be construed to confer upon or to give any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

8.11 Notices. Unless otherwise expressly specified or permitted by the terms hereof, any notice, request, submission, instruction, or other document to be given hereunder by a Party shall be in writing and shall be deemed to have been given, (a) when received if given in person or by email, (b) upon delivery, if delivered by a nationally known commercial courier service providing next day delivery service (such as Federal Express), or (c) upon delivery, or refusal of delivery, if deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid:

If to the Plan Administrator:	If to the Preserved Actions Administrator:
Gary Broadbent Email: gary.broadbent@broadbentadvisors.com c/o Corporation Trust Center 1209 Orange St. Wilmington, DE 19801	David Dunn Province LLC 2360 Corporate Circle Suite 340 Henderson, NV 89074 Ddunn@provincefirm.com Tvuong@provincefirm.com
With a copy to: Sidley Austin LLP 787 Seventh Avenue New York, NY 10019 Attn: Patrick Venter and Margaret R. Alden Email: pventer@sidley.com malden@sidley.com	With a copy to: Darren Azman McDermott Will & Emery LLP One Vanderbilt Avenue New York, NY 10017-3852 Email dazman@mwe.com

8.12 Further Assurances. From and after the date hereof, the Parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of this Agreement, and to consummate the transactions contemplated hereby.

8.13 Counterparts. This Agreement may be signed by the Parties hereto in counterparts, which, when taken together, shall constitute one and the same document. Delivery of an executed counterpart of this Agreement by email in .pdf format or other electronic means shall be equally effective as delivery of a manually executed counterpart.

8.14 Plan Controls in Event of Conflict. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan. In the event of any inconsistency among this Agreement and the Plan, the provisions of the Plan and the Confirmation Order shall govern.

8.15 Preservation of Privilege. Notwithstanding anything to the contrary in this Agreement, in connection with the Preserved Actions, any attorney-client privilege, work product privilege, or other privilege or immunity attaching to any documents or communications (whether oral or written) belonging to the Debtors and in respect of those Preserved Actions shall vest in the Preserved Actions Administrator without waiver. In connection with any other Causes of Action, any attorney-client privilege, work product privilege, or other privilege or immunity attaching to any documents or communications (whether oral or written) in respect of those Causes of Action shall vest in the Plan Administrator. The Administrators may take actions necessary to effect the transfer of such rights and privileges, and shall seek to preserve and protect all applicable privileges and work-product relating to any applicable Causes of Action including but not limited to any attorney-client privilege or work product privilege attaching to any documents or communications (whether written or oral). The Administrators' receipt of such information shall not waive any such privileges, and all such privileges are expressly preserved; *provided*, for the avoidance of doubt, upon the Effective Date, such privileges shall belong to the Administrators and shall be waivable by the Administrators acting jointly, as applicable.

8.16 Filing Documents. A copy of this Agreement and all amendments hereto shall be maintained in an office or residence of the Plan Administrator and shall be available for inspection upon reasonable written request seeking such inspection.

8.17 Books and Records.

- (a) On the Effective Date, all books and records of the Debtors shall be transferred to the control of the Plan Administrator.
- (b) The Plan Administrator and the Plan Administrator Professionals shall cooperate with the Preserved Actions Administrator and the Preserved Actions Administrator Professionals with respect to the Debtors' books and records, and provide the Preserved Actions Administrator and Preserved Actions Administrator Professionals with access to, or copies of the Debtors' books and records reasonably related to the Preserved Actions, including physical or electronically stored documents and communications as may be reasonably requested by the Preserved Actions Administrator. Notwithstanding anything to the contrary herein, the Plan Administrator or the Plan Administrator Professionals shall not incur any costs related to the retention and maintenance of such books and records on account of the pursuit of Preserved Actions and any such costs shall be incurred by the Preserved Actions Administrator. Additionally, for the avoidance of doubt, the Preserved Actions Administrator may not utilize any funds in the Plan Administrator Operating Reserve, including the Wind-Down Amount, for such costs.

- (c) The Plan Administrator will maintain reasonably good and sufficient books and records in respect to matters related to the wind down of the Debtors. The Plan Administrator may, without Bankruptcy Court approval, destroy any documents or data that he or she believes are not required to effectuate the terms and conditions of the Plan. Upon the entry of a final decree closing the Chapter 11 Cases, unless otherwise ordered by the Bankruptcy Court, the Plan Administrator may destroy or otherwise dispose of all records maintained by them.

8.18 Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

8.19 Entire Agreement. This Agreement, the Plan, and the Confirmation Order constitute the entire agreement of the Parties and there are no representations, warranties, covenants, or obligations except as set forth herein or therein. This Agreement, the Plan, and the Confirmation Order supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the Parties hereto, relating to any transaction contemplated hereunder. In the event of any inconsistency between this Agreement, the Plan, and the Confirmation Order, the Confirmation Order shall govern; *provided, however*, that the Plan Administrator may amend, modify, and/or correct the terms hereof to supersede the Plan and/or the Confirmation Order, with the approval of the Bankruptcy Court. Except as otherwise specifically provided herein, nothing in this Agreement is intended or shall be construed to confer upon or to give any person other than the Parties hereto and their respective heirs, administrators, executors, successors, and assigns any rights or remedies under or by reason of this Agreement.

8.20 Jurisdiction; Venue. Each Party hereto irrevocably agrees that any suit, action, or proceeding with respect to this Agreement shall be brought exclusively in the United States Bankruptcy Court for the District of Delaware, and by execution and delivery of this Agreement, each Party (a) irrevocably submits to each such jurisdiction and venue; (b) waives, to the fullest extent permitted by law, any objection that it may have to the laying of the venue of any such suit, action or proceeding brought in such court has been brought in an inconvenient forum; and (c) agrees that final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon it and may be enforced in any court to the jurisdiction of which such Party is subject by a suit upon such judgment; *provided* that service of process is effected as otherwise permitted by law.

8.21 WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.

8.22 Reporting. Upon reasonable request, the Plan Administrator shall meet and confer with the Ad Hoc Group and its professional advisors to discuss matters affecting the Holders of Term Loan Facility Claims, including distributions to Holders of Term Loan Facility Claims.

8.23 Exculpatory Provisions and Survival Thereof. Whether or not expressly therein so provided, any and all exculpatory provisions, immunities and indemnities, payment provisions, and any limitations and negations of liability contained in this Agreement, in each case inuring to the benefit of the Plan Administrator or the Preserved Actions Administrator, as applicable, shall survive (a) the termination or revocation of this Agreement, and (b) as to any person who has served as Plan Administrator or Preserved Actions Administrator, the resignation or removal of such person as Plan Administrator or Preserved Actions Administrator, as applicable.

[Signature Pages to Follow on Next Page]

IN WITNESS WHEREOF, the undersigned have either executed and acknowledged this Agreement or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first above written.

PLAN ADMINISTRATOR:

By: _____
Gary Broadbent, Member
Broadbent Advisors LLC

PRESERVED ACTIONS ADMINISTRATOR:

By: _____
Name: David Dunn

DEBTORS AND DEBTORS IN POSSESSION:

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

Exhibit A

Plan

(See attached)

Exhibit B

Confirmation Order

(See attached)

Exhibit A-1

Redline to Previously Filed Form of Plan Administrator Agreement

PLAN ~~ADMINISTRATOR~~ AND PRESERVED ACTIONS ADMINISTRATORS

AGREEMENT

THIS PLAN ~~ADMINISTRATOR~~ AND PRESERVED ACTIONS ADMINISTRATORS AGREEMENT (the “Agreement”) is entered into this ~~[●]~~6th day of ~~[May]~~June, 2024, by and among Casa Systems, Inc., Casa Systems Securities Corporation, and Casa Properties LLC (collectively, the “Debtors”) in the chapter 11 bankruptcy cases jointly administered under Case No. 24-10695 (KBO) (the “Chapter 11 Cases”); ~~the Official Committee of Unsecured Creditors of the Debtors (the “Committee”); and [●] (“[●]”)~~Broadbent Advisors LLC, a Delaware LLC, by and through [●] Gary Broadbent in his/her capacity as the Plan Administrator under the Plan (in such capacity, the “Plan Administrator”); and David Dunn, in his capacity as the Preserved Actions Administrator under the Plan (in such capacity, the “Preserved Actions Administrator”, and each of the Plan Administrator and the Preserved Actions Administrator, an “Administrator,” and collectively, the Plan Administrator and the Preserved Actions Administrator, the “Administrators”) (each a “Party,” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, on April 3, 2024 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), thereby commencing the Chapter 11 Cases;

WHEREAS, on ~~April 25~~June 3, 2024, the Debtors filed the *Third Amended Joint Plan of Liquidation of Casa Systems, Inc. and its Debtor Affiliates* [Docket No. ~~207399~~] (as may be amended, modified, or supplemented, the “Plan”) with the Bankruptcy Court;

WHEREAS, pursuant to the Plan, as of the Effective Date, the Plan Administrator, selected by the Debtors in consultation with the ~~consent of the~~ Required Consenting Term Loan Lenders (as defined in the Plan) and the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases (the “Committee”), shall be appointed and thereafter serve in accordance with the Plan;

WHEREAS, pursuant to the Plan, as of the Effective Date, the Preserved Actions Administrator, selected by the Committee in consultation with the Debtors, shall be appointed and thereafter serve in accordance with the Plan; and

WHEREAS, on June [●], 2024, the Bankruptcy Court entered an order confirming the Plan [Docket No. [●]] (as may be amended, modified, or supplemented, the “Confirmation Order”). Copies of the Plan and the Confirmation Order are attached hereto as **Exhibit A** and **Exhibit B**, respectively, and are incorporated herein by reference.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, pursuant to the Plan, the Parties do hereby covenant and agree as follows:

ARTICLE I. Definitions; Interpretive Rules

1.1 Terms Defined in Plan. Any capitalized term used and not defined herein shall have the ~~respective~~ meaning ascribed to such ~~term~~term in the Plan.

1.2 Interpretive Rules. For purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires: (a) references to “Articles,” “Sections,” “Exhibits,” and other subdivisions, without reference to a particular document, are to be designated Articles, Sections, Exhibits, and other subdivisions of this Agreement; (b) the use of the term “including” means “including but not limited to;” and (c) the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to any particular provision (unless otherwise specified). The enumeration and headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement. The singular shall include the plural and the plural the singular, when the context so requires, and the feminine, the masculine, and the neuter genders shall be mutually inclusive.

ARTICLE II.

Appointment of the ~~Plan Administrator~~ Administrators

2.1 Plan Administrator Appointment and Acceptance. ~~{Name of Plan Administrator}~~ Gary Broadbent is hereby appointed as the Plan Administrator, and the Plan Administrator hereby accepts such appointment. On the Effective Date and automatically and without further action, all actions and services performed by the Plan Administrator in connection with its duties and obligations under this Agreement prior to the Effective Date, and the authorization and payment for such performance, including the Plan Administrator’s professional fees and expenses, shall be ratified and authorized to the extent not already authorized by the Plan or the Confirmation Order.

2.2 Preserved Actions Administrator Appointment and Acceptance. David Dunn is hereby appointed as the Preserved Actions Administrator, and the Preserved Actions Administrator hereby accepts such appointment. On the Effective Date and automatically and without further action, all actions and services performed by the Preserved Actions Administrator in connection with its duties and obligations under this Agreement prior to the Effective Date, and the authorization and payment for such performance, shall be ratified and authorized to the extent not already authorized by the Plan or the Confirmation Order.

Rights and Powers of the Plan Administrator

2.3 Plan Administrator as Debtor/Estate Representative. On the Effective Date and to the extent necessary to give full effect to its administrative rights and duties under the Plan, the Plan Administrator:

- (a) shall be deemed to be the party vested with all rights, powers, privileges, and authorities of (i) an appropriate corporate or partnership director, officer, or manager of each of the Debtors under any applicable nonbankruptcy law and (ii) a

- “trustee” of each of the Debtors under chapter 7 of the Bankruptcy Code and section 1106 of the Bankruptcy Code; and
- (b) pursuant to Article IV.N.4 of the Plan, shall succeed to all powers as would have been applicable to each Debtor’s directors, officers, and managers, including the rights of the Debtors as the direct or indirect owners of the Debtor Affiliates, as applicable, and shall act for the Debtors in the same fiduciary capacity as applicable to a board of directors and officers, subject to the provisions of the Plan, the Confirmation Order, and this Agreement; *provided, however, that the Plan Administrator may continue to consult with or employ the Debtors’ former directors, officers, employees, and managers in its reasonable discretion.*

2.4 ~~2.2~~ In addition to the powers and authority specified in the Plan and subject to Section 3.3(b) herein, the Plan, and the Plan Supplement, the Plan Administrator shall be empowered to:

- (a) open and maintain bank accounts on behalf of, or in the name of, the Debtors, including the establishment, re-evaluation, adjustment, and maintenance of accounts to establish appropriate reserves, and designate additional authorized signatories on bank accounts as may be necessary;
- (b) calculate and as promptly as practicable make distributions (including distributions to Holders of Term Loan Facility Claims) and other payments, in each case as provided for, or contemplated by the Plan, the Confirmation Order, or this Agreement, and take all steps and execute all instruments and documents necessary to make such distributions;
- (c) receive, manage, supervise, preserve, and protect the Net Distributable Assets;
- (d) collect and liquidate the Net Distributable Assets, legal title to which shall be held by the Debtors and the Estates in the care of the Plan Administrator;
- (e) abandon any Net Distributable Assets (other than Cash and cash equivalents) that the Plan Administrator reasonably determines to be ~~without material~~ of de minimis monetary value or burdensome to the Plan Administrator’s administration of the Net Distributable Assets, in each case after giving effect to the costs and expenses reasonably expected to liquidate such assets to Cash;
- ~~(f) in connection with closing the Chapter 11 Cases, donate any remaining Cash, including with respect to any distributions deemed as unclaimed property pursuant to the Plan, to a 501(c)(3) charity of its choice;~~
- (f) ~~(g)~~ (i) where reasonably necessary or appropriate, defend against and object to any Claims and litigate such objections to resolution, (ii) compromise and settle any issue or dispute regarding the amount, validity, priority, treatment or allowance of any ~~Claims~~ such Claims, and (iii) supervise and administer the resolution, any settlement, and payment of Allowed Claims pursuant to the Plan or the Bankruptcy Code, in each case without further Bankruptcy Court approval (collectively, the “Claims Resolution Process”); provided that the Claims Resolution Process shall not encompass pursuit or settlement of the Preserved Actions;

~~(h) assert any of the Debtors' Claims, Causes of Action, rights of setoff, or other legal or equitable defenses;~~

- (g) ~~(+)~~ as applicable, (i) seek a determination of tax liability under section 505 of the Bankruptcy Code, (ii) file, if necessary, any and all tax and information returns required with respect to the Debtors, (iii) make tax elections for and on behalf of the Debtors, ~~and~~ (iv) represent the interest and account of the Debtors before any taxing authority, and (v) pay taxes, if any, payable for and on behalf of the Debtors;
- (h) ~~(+)~~ pay all lawful expenses, debts, charges, taxes, and liabilities of the Debtors in accordance with this Agreement, the Plan, and the Confirmation Order;
- (i) ~~(+)~~ withhold from the amount distributable to any Person such amount as may be sufficient to pay any tax or other charge which the Plan Administrator has determined, in its reasonable discretion, ~~may be~~ required to be withheld therefrom under the income tax laws of the United States, any foreign country, or of any state, local, or political subdivision thereof;
- (j) ~~(+)~~ effect all actions and enter into any agreement or execute any document or instrument required by, or consistent with, the Plan, the Confirmation Order, or this Agreement and perform all obligations thereunder;
- (k) investigate, institute, commence, file, pursue, prosecute, enforce, abandon, settle, compromise, release, waive, dismiss, or withdraw any and all Causes of Action other than the Preserved Actions of the Debtors in any court or other tribunal without any further order of the Bankruptcy Court; provided, however, that, notwithstanding the foregoing, the Plan Administrator shall have no duty to bring any Cause of Action and may decline to pursue any Cause of Action to the extent it determines that such litigation or appeal is not in the best interests of the Estates;
- (l) seek Bankruptcy Court approval of any individual or global settlement of any Causes of Action other than the Preserved Actions of the Debtors as the Plan Administrator deems reasonably necessary or desirable in its sole discretion;
- (m) subject to the Wind-Down Budget (unless otherwise agreed in writing by the Required Consenting Term Loan Lenders or their counsel, email being sufficient), purchase and carry all Insurance Policies and pay all insurance premiums and costs it deems reasonably necessary or advisable; provided that any such premiums and costs shall be paid solely with Cash from the Wind-Down Amount;
- (n) subject to the Wind-Down Budget, retain and compensate, without further order of the Bankruptcy Court, the services of employees, professionals, and consultants to advise and assist in the administration of the Estates and the administration, prosecution, and distribution of the Net Distributable Assets in accordance with the Plan, the Confirmation Order, and this Agreement; provided that any such employees, professionals, or consultants shall be compensated solely with Cash from the Wind-Down Amount (unless otherwise agreed in writing by the Required Consenting Term Loan Lenders or their counsel, email being sufficient);
- (o) file post-confirmation and post-Effective Date reports and pay statutory fees as and when they become due;
- (p) implement, enforce, or discharge all of the terms, conditions, and all other provisions of, and all duties and obligations under, the Plan, the Confirmation

Order, and this Agreement relating to the Debtors and the Net Distributable Assets;

- (q) take all actions reasonably necessary to wind down the Estates, including overseeing the wind-down of the Debtors' Affiliates, to the extent such authority is not otherwise explicitly provided to the Preserved Actions Administrator in this Agreement or the Plan;
- (r) appear and participate in any proceeding before the Bankruptcy Court or any other court with competent jurisdiction with respect to any matter regarding or related to this Agreement, the Plan, or the Net Distributable Assets;
- (s) ~~(r) file one or more motions to close~~ be responsible for the ongoing administration of the Chapter 11 Cases and all actions related to the closing of the Chapter 11 Cases; and
- (t) make all necessary filings in accordance with any applicable law, statute, or regulation; and
- (u) ~~(s)~~ take all other actions consistent with the provisions of the Plan that the Plan Administrator deems reasonably necessary or desirable to administer the Net Distributable Assets in accordance with the Plan, the Confirmation Order, this Agreement and applicable law.

Rights and Powers of the Preserved Actions Administrator

2.5 Subject to Section 3.3(a) herein, the Plan, and the Plan Supplement, the Preserved Actions Administrator shall serve as a representative of the Estates, in accordance with Bankruptcy Code section 1123(b)(3), with respect to any and all Preserved Actions of the Debtors, and shall be empowered to efficiently and expeditiously:

- (a) pursue, protect, and enforce the Preserved Actions by any reasonable method, including by judicial proceedings, as well as by asserting any rights of setoff or other legal or equitable defenses in connection therewith;
- (b) ~~2.3 Pursuit and Resolution of Causes of Action of the Debtors. Except as otherwise provided in the Plan, the Plan Administrator has the exclusive right, power, and interest on behalf of the Debtors and the Estates to investigate, institute, commence, file, pursue, prosecute, enforce, abandon, settle, compromise, release, waive, dismiss, or withdraw any and all Causes of Action of the Debtors without any further order of the Bankruptcy Court. From and after the Effective Date, the Plan Administrator, in accordance with Bankruptcy Code section 1123(b)(3), shall serve as representative of the Estates with respect to any and all Causes of Action of the Debtors and shall retain and possess the right to institute, commence, file, prosecute to judgment, appeal, pursue collection of judgment, enforce, abandon, settle, compromise, release, assign, waive, dismiss, or withdraw, as appropriate, any and all Causes of Action of the Debtors in any court or other tribunal. The Plan Administrator may, without any further order of the Bankruptcy Court; provided, however, that, notwithstanding the foregoing, the Preserved Actions Administrator shall have no duty to bring any Preserved Actions and may decline to pursue any Preserved Actions to the extent they determine that such litigation or appeal is not in the best interests of the Estates;~~
investigate, institute, commence, file, pursue, prosecute, enforce, abandon, settle, compromise, release, waive, dismiss, or withdraw any and all Causes of Action of the Debtors without any further order of the Bankruptcy Court. From and after the Effective Date, the Plan Administrator, in accordance with Bankruptcy Code section 1123(b)(3), shall serve as representative of the Estates with respect to any and all Causes of Action of the Debtors and shall retain and possess the right to institute, commence, file, prosecute to judgment, appeal, pursue collection of judgment, enforce, abandon, settle, compromise, release, assign, waive, dismiss, or withdraw, as appropriate, any and all Causes of Action of the Debtors in any court or other tribunal. The Plan Administrator may, without any further order of the Bankruptcy Court; provided, however, that, notwithstanding the foregoing, the Preserved Actions Administrator shall have no duty to bring any Preserved Actions and may decline to pursue any Preserved Actions to the extent they determine that such litigation or appeal is not in the best interests of the Estates;

- (c) pay any statutory fees as and when they become due with respect to any and all distributions of proceeds (and any other actions giving rise to such fees) from the Preserved Actions;
- (d) seek Bankruptcy Court approval of any individual or global settlement of any Causes of Action of the Debtors as the Plan Preserved Actions as the Preserved Actions Administrator deems reasonably necessary or desirable in its sole discretion-;

~~2.4 Liquidating Trust. The Debtors and the Plan Administrator, have the right to establish a liquidating trust, either before or after the Confirmation Date, to the extent the Debtors, in their discretion, determine that a liquidating trust would more efficiently wind down the Estates.~~

~~2.5 Plan Administrator as Debtor/Estate Representative. On the Effective Date and to the extent necessary to give full effect to its administrative rights and duties under the Plan, the Plan Administrator:~~

- ~~(a) shall be deemed to be the sale party vested with all rights, powers, privileges, and authorities of (i) an appropriate corporate or partnership director, officer, or manager of each of the Debtors under any applicable nonbankruptcy law and (ii) a "trustee" of each of the Debtors under chapter 7 of the Bankruptcy Code and section 1106 of the Bankruptcy Code; and~~
- ~~(b) pursuant to Article IV.M of the Plan, shall succeed to all powers as would have been applicable to each Debtor's directors, officers, and managers; provided, however, that the Plan Administrator may continue to consult with or employ the Debtors' former directors, officers, employees, and managers in its reasonable discretion.~~
- (e) subject to the other provisions of this Agreement, retain legal counsel and other advisors and professionals with respect to the Preserved Actions as it deems reasonably necessary or desirable; provided that fees and expenses of such counsel and other advisors and professionals shall not be payable from the Wind-Down Amount;
- (f) appear and participate in any proceeding before the Bankruptcy Court or any other court with competent jurisdiction with respect to any matter regarding or relating to the Preserved Actions; and
- (g) seek to collect and enforce the Estate's rights and remedies under or in relation to the Preserved Actions.

Notwithstanding the foregoing, the Preserved Actions Administrator shall not interfere with any of the Plan Administrator's activities, responsibilities, and duties as set forth herein and in the Plan.

2.6 Reserved.

2.7 ~~2.6~~ Permitted Investments. The Plan Administrator is authorized, in its ~~sole~~ reasonable discretion, to invest the Net Distributable Assets with a bank that is on the U.S. Trustee approved list for section 345 deposits. Subject to the foregoing, any investments of the Net Distributable Assets (i) shall be administered in view of the manner in which individuals of ordinary prudence,

discretion and judgment would act in the management of their own affairs and (ii) shall be limited to demand and time deposits, such as certificates of deposit, having maturities of not more than one year, and U.S. Treasury bills or other temporary liquid investments that are readily convertible to known amounts of Cash. The Plan Administrator shall have no liability for interest or producing income on any moneys received hereunder, and held for distribution or payment pursuant to the terms of the Plan and this Agreement.

2.8 ~~2.7~~ Limitations on the Plan Administrator. Notwithstanding anything to the contrary under applicable law permitting any such action, the Plan Administrator shall not directly or indirectly do or undertake any of the following:

- (a) receive transfers of any listed stocks or securities, or any readily marketable securities, except as is absolutely necessary or required under the Plan and the Confirmation Order;
- (b) retain Cash or cash equivalents in excess of a reasonable amount necessary to (i) fulfill obligations related to the Plan or this Agreement, including reserves with respect thereto, (ii) make specified distributions, and (iii) satisfy any liabilities of the Debtors and their Estates; provided that such amount shall not exceed an amount equal to (A) the Wind-Down Amount, (B) the Priority Claims Amount up to the Priority Claims Amount Cap, (C) the amounts necessary to fund the Professional Fee Reserve Account on the Effective Date, (D) the GUC Non-Litigation Claim Recovery Amount, (E) the amounts necessary to fund the KEIP Pool, (F) the amounts necessary to pay all reasonable and documented fees and expenses of the Ad Hoc Group Advisors and of the Prepetition Agents (including reasonable and documented prepetition and postpetition agency fees, including budgeted post-Effective Date agency fees, of the Prepetition Agents that accrue and have not otherwise been paid) to the extent not previously paid prior to the Effective Date, and (G) any accrued and unpaid postpetition payroll as of the Effective Date, and any other postpetition payables included in the Approved Budget (as defined in the Cash Collateral Order) but not yet paid as of the Effective Date;
- (c) receive or retain any operating assets of an ongoing business, a partnership interest in a partnership that holds operating assets, or fifty percent (50%) or more of the stock of a corporation or other Entity with operating assets;
- (d) accept, guarantee, endorse or otherwise assume or take on, directly or indirectly, any obligation or other liability, monetary or otherwise, on behalf of the Debtors other than as required or permitted by the Plan or the Confirmation Order;
- (e) take any actions inconsistent with the orderly and expeditious liquidation of the Net Distributable Assets or as are required by applicable law, the Plan or the Confirmation Order; ~~or~~
- (f) interfere with the Preserved Actions Administrator's pursuit of the Preserved Actions; or
- (g) ~~(f)~~ engage in any business or trade except as consistent with the orderly and expeditious liquidation of the Net Distributable Assets; provided, however, that the Plan Administrator shall not be prohibited from engaging in any trade or business on its own account, provided that such activity does not conflict or

interfere in any manner with the Plan Administrator's administration of the Net Distributable Assets.

2.9 ~~2.8~~ Plan Administrator Operating Reserve.

- (a) On the Effective Date, the Plan Administrator shall establish and maintain a reserve (the "Plan Administrator Operating Reserve") with Cash in an amount equal to (A) the Wind-Down Amount, (B) the Priority Claims Amount up to the Priority Claims Amount and the Wind-Down Amount Cap, (C) the amounts necessary to fund the Professional Fee Reserve Account on the Effective Date, (D) the GUC Non-Litigation Claim Recovery Amount, (E) the amounts necessary to fund the KEIP Pool, (F) the amounts necessary to pay all reasonable and documented fees and expenses of the Ad Hoc Group Advisors and of the Prepetition Agents (including reasonable and documented prepetition and postpetition agency fees, including budgeted post-Effective Date agency fees, of the Prepetition Agents that accrue and have not otherwise been paid) to the extent not previously paid prior to the Effective Date, and (G) any accrued and unpaid postpetition payroll as of the Effective Date, and any other postpetition payables included in the Approved Budget (as defined in the Cash Collateral Order) but not yet paid as of the Effective Date, or such other amount as reasonably agreed upon by the Debtors and the Required Consenting Term Loan Lenders, which amount shall be deemed necessary by the Plan Administrator to satisfy anticipated fees, costs, and expenses incurred or to be incurred by the Debtors and the Plan Administrator for operating, liquidating, and winding down the Debtors in accordance with the Plan. The Plan Administrator Operating Reserve shall be used by the Plan Administrator solely to satisfy the distributions set forth in the Plan and the expenses of the Debtors and the Plan Administrator as set forth in the Plan. The Plan Administrator is authorized, but not directed, in accordance with its business judgment, to establish and fund one or more reserves, which shall be deemed part of the Plan Administrator Operating Reserve, in specific amounts from the Plan Administrator Operating Reserve as necessary or appropriate to discharge its duties and make distributions hereunder. In no event shall the Plan Administrator be required or permitted to use its personal funds or assets for such purposes.
- (b) Any funds remaining in the Plan Administrator Operating Reserve at the time of the final decree closing these Chapter 11 Cases shall be distributed to Holders of Term Loan Facility Claims; ~~provided that, to the extent such Term Loan Facility Claims are satisfied in full, any remaining portion of such funds shall be distributed pursuant to Distribution Waterfall.~~

2.10 ~~2.9~~ Professional Fee Reserve Account. Professional Fee Claims and other unpaid fees and expenses ~~incurred in rendering services to~~ that are payable by the Debtors before and as of the Effective Date shall be paid from the Professional Fee Reserve Account. If the Professional Fee Reserve Account is insufficient to fund the full Allowed amounts of Professional Fee Claims, the remaining unpaid Allowed Professional Fee ~~claims~~ Claims shall be paid by the Plan Administrator as Allowed Administrative Claims. To the extent there are any excess amounts remaining in the Professional Fee Reserve Account following the satisfaction of all Professional Fee Claims, the Plan Administrator shall distribute such funds to Holders of Term Loan Facility

Claims; *provided* that, ~~to the extent such Term Loan Facility Claims are paid in full, any remaining portion of such funds are distributed pursuant to Distribution Waterfall.~~ notwithstanding the foregoing, any unspent portion of the Committee Professionals Budget Allocation held in the Professional Fee Reserve Account shall be distributed to holders of General Unsecured Claims in accordance with the Plan, and should insufficient amounts remain in the Professional Fee Reserve Account to fund any unspent portion of the Committee Professionals Budget Allocation, then the Plan Administrator shall nonetheless distribute any unspent portion of the Committee Professionals Budget Allocation to holders of General Unsecured Claims in accordance with the Plan.

2.11 ~~2.10~~ Retention of Counsel and Agents.

- (a) The Plan Administrator shall retain legal counsel and shall retain other advisors and professionals (collectively, the “Plan Administrator Professionals”), to the extent he deems reasonably necessary. Plan Administrator Professionals may include legal counsel, accountants, experts, advisors, consultants, investigators, appraisers, real estate brokers, auctioneers, and other professionals whose retention and employment the Plan Administrator deems appropriate.
- (b) The Plan Administrator Professionals do not need to be “disinterested,” as defined by the Bankruptcy Code, and may include the attorneys and financial advisors employed by any party in the Chapter 11 cases. The Plan Administrator may retain such Plan Administrator Professionals without further approval from the Bankruptcy Court, and the Plan Administrator will be permitted to retain any such Plan Administrator Professional in light of the efficiencies implicit in continuity. The Plan Administrator’s retention of such Plan Administrator Professionals is deemed not to pose any conflict of interest.
- (c) ~~(b)~~ Any professionals retained by the Plan Administrator shall be entitled to compensation for all reasonable and documented services rendered and monthly reimbursement of reasonable and documented fees, costs, and expenses incurred. The payment of the fees, costs, and expenses of the Plan Administrator and Plan Administrator Professionals incurred before or after the Effective Date shall be made in the ordinary course of business and shall not be subject to prior approval of the Bankruptcy Court. All such fees, costs, and expenses shall be paid solely from Cash from the Wind-Down Amount in accordance with the Wind-Down Budget (unless otherwise agreed in writing by the Required Consenting Term Loan Lenders or their counsel, email being sufficient).
- (d) The Preserved Actions Administrator shall retain legal counsel and shall retain other advisors and professionals (collectively, the “Preserved Actions Administrator Professionals”), to the extent reasonably necessary; *provided* that no Estate funds, including, for the avoidance of doubt, the Wind-Down Amount, shall be used to compensate any Preserved Actions Administrator Professionals, or the Preserved Actions Administrator or any fees or expenses associated with pursuing the Preserved Actions.

2.12 ~~2.11~~ Compensation of Plan Administrator.

- (a) The Plan Administrator shall be entitled to compensation as set forth in the Plan or any supplement thereto (the “Fees”), and reimbursement of reasonable and documented out of pocket fees, costs, and expenses (the “Expenses”).
- (b) The Fees and Expenses shall be payable out of the Plan Administrator Operating Reserve solely from Cash from the Wind-Down Amount in accordance with the Wind-Down Budget without further Bankruptcy Court order or any notice or action (unless otherwise agreed in writing by the Required Consenting Term Loan Lenders or their counsel, email being sufficient).

~~(c) Subject to subsection (b), the Plan Administrator shall also be entitled to Fees rendered and Expenses incurred (including reasonable and documented legal fees and costs), prior to the Effective Date in connection with this Agreement and upon the Effective Date, all of such Fees and Expenses shall be paid.~~

2.13 Compensation of Preserved Actions Administrator. The Preserved Actions Administrator shall be entitled to compensation in the amount of two percent (2.0%) of the gross proceeds of any Preserved Actions and no compensation from any other source of Estate funds, including, for the avoidance of doubt, the Wind-Down Amount.

2.14 ~~2.12~~ Resignation or Death of ~~Plan Administrator~~ Administrators.

- (a) ~~The Plan Administrator~~ Any of the Administrators may resign at any time by giving the other Administrator and the Oversight Committee at least thirty (30) days’ written notice of ~~the Plan~~ such Administrator’s intent to do so and filing such notice with the Bankruptcy Court. In the event of ~~an Administrator’s~~ resignation, as applicable, (x) the resigning Plan Administrator shall render to the successor Plan Administrator a full and complete accounting of monies and assets received, disbursed, and held during the term of office of that Plan Administrator, or (y) the resigning Preserved Actions Administrator shall render to the successor Preserved Actions Administrator(s) a full and complete accounting of the status of any proceedings relating to and any proceeds received on account of any Preserved Actions. The resignation shall be effective on the later of (i) the date specified in the notice; (ii) the date that is thirty (30) days after the date the notice is delivered; and (iii) the date the accounting described in the preceding ~~sentence~~ sentence’s clause (x) or clause (y), as applicable, is delivered.
- (b) In the event that ~~the Plan Administrator~~ any of the Administrators resigns pursuant to subsection (a) or is otherwise no longer available for any reason, ~~the Plan~~ such Administrator shall designate (in the case of a replacement Plan Administrator, in consultation with the Required Consenting Term Loan Lenders) another Person or Entity to serve as successor ~~Plan Administrator~~ administrator within thirty (30) days, or such time as may be extended for cause, and thereupon such successor ~~Plan Administrator~~ administrator, without any further act or need for an order of the Bankruptcy Court, shall become fully vested with all of the rights, powers, duties, and obligations of the predecessor. Notice of any such selection shall be filed with the Bankruptcy Court. Without limiting the generality of the foregoing,

in the event of any dispute over removal or selection of the ~~Plan Administrator~~Administrators, including whether or not “Cause” for removal exists as described herein or any other dispute over the terms of this Agreement or the ~~Plan Administrator’s~~Administrators’ performance hereunder, the ~~Plan Administrator~~Administrators or any party-in-interest may request appropriate relief from the Bankruptcy Court. Upon the appointment of the applicable successor ~~Plan Administrator~~administrator, all responsibilities of the predecessor ~~Plan Administrator~~administrator relating to the Debtors or arising under the Plan or this Agreement shall be terminated; *provided, however*, that the original ~~Plan Administrator’s~~administrator’s right to indemnification and other protections set forth herein shall survive termination and is subject to Sections 2.15 and 2.16.

- (c) Upon the appointment of a successor Plan Administrator and the delivery of the then-remaining Net Distributable Assets to the successor Plan Administrator’s control, or upon the appointment of any successor Preserved Actions Administrator, whereupon the successor Preserved Actions Administrator shall succeed to the rights and responsibilities of the predecessor Preserved Actions Administrator with respect to the Preserved Actions, the predecessor Plan Administrator or Preserved Actions Administrator, as applicable, shall have no further liability or responsibility with respect thereto (other than liabilities arising prior to the cessation of its role as Plan Administrator or Preserved Actions Administrator, as applicable). A successor ~~Plan Administrator~~ shall have no duty to examine or inquire into the acts or omissions of its immediate or remote predecessor, and no successor ~~Plan Administrator~~Administrators shall be in any way liable for the acts or omissions of any predecessor ~~Plan Administrator~~Administrators, unless asuch successor ~~Plan Administrator~~Administrators expressly assumesassume such responsibility. ~~A predecessor Plan Administrator~~Predecessor Administrators shall have no liability for the acts or omissions of any immediate or subsequent successor ~~Plan Administrator~~Administrators for any events or occurrences subsequent to the cessation of ~~its role as Plan Administrator~~their roles as Administrators. Notwithstanding anything in this Agreement, in the event a successor ~~Plan Administrator~~ is not appointed after thirty (30) days of the occurrence or effectiveness, as applicable, of the prior ~~Plan Administrator’s~~ resignation, death, incapacity, or removal, ~~any party in interest may request~~ the Bankruptcy Court appointshall determine a successor Administrator, taking into account, in the case of the Plan Administrator, any successor proposed by the Required Consenting Term Loan Lenders.

2.15 ~~2.13~~ Removal of ~~Plan Administrator~~The Plan AdministratorAdministrators. Each of the Administrators may be removed for “Cause” as determined by order of the Bankruptcy Court. For purposes of both this provision and removal, Cause shall mean:

- (i) theft, dishonesty, fraud, or willful misconduct including intentional falsification of any employment or other records;
- (ii) gross negligence or material failure in the performance of any material duties under the Plan or this Agreement that is: (a) repeated and/or continued after

- written notice of, and a reasonable opportunity to cure, such gross negligence or material failure; and (b) material to the Debtors ~~and~~or the Estates; or
- (iii) the indictment or conviction (including any plea of guilty or no contest) for any felony or other crime involving dishonesty or moral turpitude.

During the pendency of any dispute before the Bankruptcy Court regarding removal of ~~the Plan~~an Administrator and any appeals therefrom, ~~the Plan~~such Administrator shall (i) continue to discharge the rights, obligations, and duties of such Administrator hereunder and pursuant to the Plan Administrator and the Confirmation Order, and (ii) continue to receive payment of Fees and Expenses incurred pursuant to this Agreement.

2.16 ~~2.14~~ Plan Provisions. In connection with all actions taken in ~~its~~their capacity as ~~Plan Administrator, the Plan~~Administrators, each Administrator shall be entitled to rely upon the applicable exculpation, release, and indemnification and limitation of liability provisions set forth in any corporate organizational document, this Agreement, the Plan, and the Confirmation Order. Notwithstanding anything herein, ~~the Plan~~an Administrator shall not be entitled to any release, exculpation, or indemnification if ~~the Plan~~such Administrator is determined to have engaged in fraud, gross negligence, or willful misconduct as determined by a Final Order of the Bankruptcy Court, provided that in no event will the ~~Plan Administrator~~Administrators be liable for punitive, exemplary, consequential, or special damages under any circumstances.

2.17 ~~2.15~~ Exculpation and Indemnification. The Plan Administrator ~~and all professionals retained by,~~ the Plan Administrator Professionals, the Preserved Actions Administrator, and the Preserved Actions Administrator Professionals (collectively, the “Post-Effective Date Indemnified Parties”), each in their capacities as such, shall be deemed exculpated and indemnified, to the fullest extent of the law, in all respects by the Debtors, ~~solely from the Net Distributable Assets~~with respect to the Plan Administrator and the Plan Administrator Professionals, solely from available funds in the Wind-Down Budget, and with respect to the Preserved Actions Administrator and the Preserved Actions Administrator Professionals, solely from proceeds of the Preserved Actions, and any applicable insurance policies, for any losses, claims, damages, liabilities, and expenses, including reasonable attorneys’ fees, disbursements, and related expenses which may incur or to which the Post-Effective Date Indemnified Parties may become subject in connection with any action, suit, proceeding, or investigation brought or threatened against one or more of the Post-Effective Date Indemnified Parties on accounts of the acts or omissions of the ~~Plan Administrator~~Administrators solely in ~~its~~their capacity as such; *provided, however*, that the Post-Effective Date Indemnified Parties shall not be entitled to any indemnification for actions or omissions that were the result ~~in~~of willful misconduct, gross negligence, or fraud.

2.18 ~~2.16~~ Limitation of Liability. The ~~Plan Administrator~~Administrators shall be deemed a ~~judicial officer~~officers for purposes of immunity from civil action. No Holder of a Claim or Interest or representative thereof shall have or pursue any Cause of Action against the ~~Plan Administrator~~Administrators or the Post-Effective Date Indemnified Parties for taking any action in accordance with, or to implement the provisions of, the Plan, this Agreement, the Confirmation Order, or any order of the Bankruptcy Court other than for actions or omissions as a result of willful misconduct, gross negligence, or fraud. All Persons and Entities shall look solely to ~~the Net Distributable Assets~~available funds in the Wind-Down Budget, in the case of

the Plan Administrator, or the proceeds of the Preserved Actions, in the case of the Preserved Actions Administrator, and any applicable insurance policies for satisfaction of claims of any nature arising in connection with the affairs of the ~~Plan Administrator~~Administrators or claims against the ~~Plan Administrator~~Administrators or the Post-Effective Date Indemnified Parties, and there shall be no personal obligation to satisfy such liabilities. The ~~Plan Administrator~~Administrators may, in connection with the performance of ~~its~~their functions, in ~~its~~their sole and absolute discretion, consult with and rely upon ~~its~~their attorneys, accountants, advisors, and agents, with respect to matters in their area of expertise (with respect to the Plan Administrator, who shall be compensated solely from Cash from the Wind-Down Amount and, with respect to the Preserved Actions Administrator, who shall not be compensated with any Estate Funds other than proceeds of Preserved Actions), and shall not be liable for any act taken, or omitted to be taken, or suggested to be done in good faith and in accordance with advice or opinions rendered by such Persons, regardless of whether such advice or opinions were in writing. Notwithstanding such authority, the ~~Plan Administrator~~Administrators shall be under no obligation to consult with any such attorneys, accountants, advisors, or agents, and ~~its~~their determination not to do so shall not result in the imposition of liability on the ~~Plan Administrator~~ unless such determination is based on willful misconduct, gross negligence, or fraud, provided that in no event will the ~~Plan Administrator~~Administrators be liable for punitive, exemplary, consequential, or special damages under any circumstances.

2.19 ~~2.17~~ Burden of Proof. In any proceeding brought by any of the Debtors or the Estates, or any other Person or Entity who is bound by this Agreement challenging any action, determination or failure to act of the Post-Effective Date Indemnified Parties in discharge of their duties under this Agreement or the Plan, the Person or Entity bringing or prosecuting such proceeding shall have the burden of proving that such determination, action or failure to act constituted gross negligence, willful misconduct, or fraud. Notwithstanding anything to the contrary in this Agreement or any duty otherwise existing at law or equity, each determination, action or failure to act of the Post-Effective Date Indemnified Parties in the discharge of their duties under this Agreement or the Plan is, to the extent consistent with this Agreement or the Plan, hereby deemed to not constitute a breach of this Agreement, the Plan, or any duty hereunder, thereunder, or existing at law, in equity, or otherwise.

2.20 ~~2.18~~ Reliance by the ~~Plan Administrator~~Administrators. Post-Effective Date Indemnified Parties may absolutely rely upon, and shall be fully protected in acting or refraining from acting, if they rely upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, or other instrument or document that the Post-Effective Date Indemnified Party has no reasonable belief to be other than genuine and to have been signed or presented other than by the proper party or parties or, in the case of facsimile transmissions, to have been sent other than by the proper party or parties, in each case without obligation to satisfy itself that the same was given in good faith and without responsibility for errors in delivery, transmission or receipt. In the absence of gross negligence, willful misconduct, or fraud in respect of the Post-Effective Date Indemnified Parties' duties as found by a Final Order of the Bankruptcy Court, the Post-Effective Date Indemnified Parties may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting (or, if applicable, not acting) thereon.

2.21 ~~2.19~~ Reliance by Entities Dealing with the ~~Plan Administrator~~ Administrators. In the absence of actual knowledge to the contrary, any Person or Entity dealing with the Debtors or the Estates shall be entitled to rely on the authority of the ~~Plan Administrator~~ Administrators to act on behalf of the Debtors or the Estates, and shall have no obligation to inquire into the existence of such authority. Each Person or Entity who is bound by this Agreement hereby waives, to the fullest extent permitted by law, any and all defenses or other remedies that may be available against such Person or Entity to contest, negate, or disaffirm any action of the ~~Plan Administrator~~ Administrators in connection with any such dealing. Each and every certificate, document, or other instrument executed on behalf of the Debtors or the Estates by the Plan Administrator or ~~is~~ the Preserved Actions Administrator, as applicable, or their representative or agents shall be conclusive evidence in favor of any and every Person or Entity relying thereon or claiming thereunder that (a) at the time of the execution and delivery of such certificate, document, or instrument, this Agreement was in full force and effect, (b) the Person or Entity executing and delivering such certificate, document, or instrument was duly authorized and empowered to do so for and on behalf of the Debtors or the Estates, and (c) such certificate, document, or instrument was duly executed and delivered in accordance with the terms and provisions of this Agreement and is binding upon the Debtors and the Estates.

2.22 ~~2.20~~ Limited Recourse. Except as otherwise provided in this Agreement, the Plan, or the Confirmation Order, Persons (including any professionals retained by the ~~Plan Administrator~~ Administrators in accordance with this Agreement) engaged in transactions with the Debtors or the ~~Plan Administrator~~ Administrators, shall look only to the ~~Net Distributable Assets~~ available funds in the Wind-Down Budget or the proceeds of the Preserved Actions, as applicable, to satisfy any liability incurred in connection with carrying out the terms of this Agreement, the Plan, or the Confirmation Order.

2.23 ~~2.21~~ Insurance. The Plan Administrator may obtain, at the expense of the Debtors and solely with funds from the ~~Net Distributable Assets~~ Wind-Down Budget (unless otherwise agreed in writing by the Required Consenting Term Loan Lenders or their counsel, email being sufficient), commercially reasonable liability or other appropriate insurance with respect to the obligations of the Debtors, including appropriate directors' and officers' insurance with respect to the Wind-Down.

2.24 ~~2.22~~ No Successor Liability. Except as otherwise expressly provided in the Plan and the Confirmation Order, the ~~Plan Administrator~~ Administrators (i) ~~is~~ are not, and shall not be deemed to assume, agree to perform, pay, or otherwise have any responsibilities for any liabilities or obligations of the Debtors or any other Person relating to or arising out of the operations or the assets of the Debtors prior to the Effective Date; (ii) ~~is~~ are not, and shall not be, ~~successor~~ successors to the Debtors by any reason of any theory of law or equity or responsible for the knowledge or conduct of any Debtor prior to the Effective Date; and (iii) shall not have any successor or transferee liability of any kind or character.

2.25 ~~2.23~~ Survival. The provisions of this Article II shall survive the termination of this Agreement and the death, resignation, removal, liquidation, dissolution, or replacement of ~~the Plan Administrator~~ either or both Administrators. The provisions of this section are in the nature of contractual obligations and no change in applicable law or the Debtors' charter, bylaws or

other organizational documents or policies shall affect the ~~Plan Administrator's~~ Administrators' or the other Post-Effective Date Indemnified Parties' rights hereunder.

2.26 ~~2.24~~ Standard of Care. The ~~Plan Administrator~~ Administrators shall exercise ~~its~~ their respective rights and powers vested in ~~it~~ them by this Agreement and use reasonable business judgment in the exercise of ~~its~~ their respective duties. Subject to applicable law, the ~~Plan Administrator~~ Administrators shall not be liable to the Debtors or any beneficiary for any act ~~it~~ they may do or omit to do as ~~a Plan Administrator~~ Administrators while acting in good faith and in the exercise of ~~its~~ their reasonable business judgment; provided that the Administrators shall not take any actions inconsistent with the Plan, Confirmation Order, or this Agreement. The foregoing limitation on liability will apply equally to the agents, and/or employees of the ~~Plan Administrator and Plan~~ Administrators, as applicable, including the Plan Administrator Professionals (as defined herein) acting on behalf of the Plan Administrator in the fulfillment of the Plan Administrator's duties hereunder. Nothing in this Agreement shall be deemed to prevent ~~the Plan~~ either Administrator from taking, or failing to take, any action that based upon the advice of counsel or other professionals, ~~the Plan~~ such Administrator reasonably determines it is obligated to take (or fail to take) in the performance of any fiduciary or similar duty of ~~the Plan~~ such Administrator.

ARTICLE III.

Oversight Committee ~~Limited Survival~~

3.1 Oversight Committee. On the Effective Date, the Oversight Committee shall be established and comprised of unsecured creditors designated by the Committee, in consultation with the Debtors. The members (each, a "Member" and collectively, the "Members") of the Oversight Committee shall be as follows:

- (a) Dennis Losik (on behalf of Avnet, Inc.);
- (b) Daniel E. Hopkins (on behalf of Illinois Valley Cellular, LLC);
- (c) Jonathan Putman (on behalf of T-Mobile US Inc.); and
- (d) Caroline Reichert.

3.2 Business Judgment. The Oversight Committee and each of its Members shall exercise its business judgment for the benefit of all Holders of Claims and Interests to maximize the value of the Preserved Actions and expeditiously conclude the Claims Resolution Process (with respect to the resolution of General Unsecured Claims), giving due regard to the costs, risks, and delay of any course of action.

3.3 Role and Authority. Notwithstanding anything to the contrary in this Agreement, the Oversight Committee shall have reasonable consent rights over:

- (a) the Preserved Actions Administrator's settlement of the Preserved Actions; and
- (b) the Claims Resolution Process, solely with respect to the resolution of General Unsecured Claims; provided that should the Oversight Committee consider a resolution of a General Unsecured Claim held by a Member of the Oversight Committee then such Member shall recuse itself solely with respect to the consideration of that resolution.

3.4 Objection. Notwithstanding anything to the contrary in this Agreement, if the Oversight Committee does not approve of or otherwise objects to an action proposed by the Administrators, consistent with the Oversight Committee's consent rights described in Section 3.3 above, (i) the Preserved Actions Administrator, or the Plan Administrator, and the Oversight Committee shall attempt to consensually resolve such dispute, and (ii) if the applicable parties are not able to resolve such dispute within five (5) days, the matter may be resolved by the Bankruptcy Court pursuant to a motion by any party-in-interest to such dispute (which motion, with respect to any settlement, compromise or other resolution of a disputed Claim or Cause of Action, shall be brought and adjudicated pursuant to Bankruptcy Rule 9019).

3.5 Meetings. Meetings of the Oversight Committee are to be held with such frequency and at such place as the Oversight Committee determines.

3.6 Manner of Acting.

- (a) A majority of the total number of Members of the Oversight Committee then in office shall constitute a quorum for the transaction of business at any meeting of the Oversight Committee. The affirmative vote of a majority of the Members of the Oversight Committee present and entitled to vote at a meeting at which a quorum is present shall be the act of the Oversight Committee except as provided otherwise in this Agreement. In the event that a vote of the Oversight Committee taken at a meeting at which a quorum is present results in a tie, the vote of the Plan Administrator, with respect to votes regarding matters described in Section 3.3(b) above, or the Preserved Actions Administrator, with respect to votes regarding matters described in Section 3.3(a) above, shall determine whether the proposed action is approved by the Oversight Committee. The Oversight Committee may take action by written consent and votes may be provided by electronic mail.
- (b) Any or all of the Members of the Oversight Committee may participate in a meeting by, or conduct a meeting through the use of, conference telephone or similar communications equipment by means of which persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. Any Member of the Oversight Committee participating in a meeting by this means is deemed to be present in person at the meeting. Voting may be conducted by electronic mail or individual electronic or other written communications.
- (c) Any Member of the Oversight Committee who is present and entitled to vote at a meeting of the Oversight Committee when action is taken is deemed to have assented to the action taken, subject to the requisite vote of the Oversight Committee unless: (i) such Member of the Oversight Committee objects at the beginning of the meeting (or promptly upon his/her arrival) to holding it or to transacting business at the meeting; or (ii) he/she delivers written notice (including by electronic transmission) of his/her dissent or abstention to the Oversight Committee before the meeting takes place. The right of dissent or abstention is not available to any Member of the Oversight Committee who votes in favor of the action taken.

- (d) In addition to the provisions set forth in Section 3.9 hereof, prior to the taking of a vote on any matter or issue or the taking of any action with respect to any matter or issue, each Member of the Oversight Committee shall report to the Oversight Committee any conflict of interest such Member has or may have with respect to the matter or issue at hand and fully disclose the nature of such conflict or potential conflict (including, without limitation, disclosing any and all financial or other pecuniary interests that such Member might have with respect to or in connection with such matter or issue), other than in their capacity as a creditor. A Member who has or who may have a conflict of interest shall be deemed to be a “conflicted Member” who shall not be entitled to vote or take part in any action with respect to such matter or issue (however such Member shall be counted for purposes of determining the existence of a quorum); the vote or action with respect to such matter or issue shall be undertaken only by Members of the Oversight Committee who are not “conflicted Members.”

3.7 Action Without a Meeting. Any action required or permitted to be taken by the Oversight Committee at a meeting may be taken without a meeting if the action is taken by written consent of the Oversight Committee. Written consent may be obtained via email, and the failure to submit an objection to the Oversight Committee within three (3) business days (or such other notice period as may be agreed) after written (including facsimile or electronic) notice of a proposed action is provided shall be deemed an approval by such Member of the Oversight Committee for purposes of this Section 3.7.

3.8 Tenure, Removal, and Replacement of Members. The authority of the Oversight Committee Members shall be effective as of the Effective Date and shall remain and continue in full force and effect until the Debtors are dissolved in accordance with Section 7.2. The service of the Oversight Committee Members shall be subject to the following:

- (a) the Oversight Committee Members will serve until (i) death (in the case of a Member that is a natural Person) or dissolution (in the case of a Member that is not a natural Person), (ii) resignation pursuant to subsection (b) below, (iii) removal pursuant to subsection (c) below, or (iv) dissolution of the Debtors.
- (b) An Oversight Committee Member may resign at any time by providing a written notice of resignation to the remaining Members of the Oversight Committee. Any Oversight Committee Member who resigns shall continue to serve until the earlier of (i) the appointment of his or her successor, and (ii) sixty (60) days after the delivery of such written notice. In the event that any Member’s Allowed Claim or Cure Amount has been satisfied in full, such Member shall have the right to submit their resignation to the remaining Members and the Plan Administrator within ten (10) business days of receiving such satisfaction, and such resignation shall be effective immediately upon receipt without the need for the appointment of a successor.
- (c) a Member may be removed by the majority vote of the other Members of the Oversight Committee, written resolution of which shall be delivered to the removed Member; provided, however, that such removal may only be made for Cause. For purposes of this Section 3.8(c), “Cause” shall be defined as: (i) such Member’s theft or embezzlement or attempted theft or embezzlement of money or

- tangible or intangible assets or property; (ii) such Member's violation of any law (whether foreign or domestic), which results in a felony indictment or similar judicial proceeding; (iii) such Member's willful misconduct, fraud, or knowing violation of law in the performance of his or her duties; or (iv) such Member's failure or inability to perform any of his or her other material duties under this Agreement (including the regular attendance at meetings).
- (d) in the event of a vacancy on the Oversight Committee due to the removal, resignation, death or dissolution of a Member, a new Member may be appointed to fill such position by a majority of the remaining Members of the Oversight Committee.
- (e) immediately upon the appointment of any successor Member of the Oversight Committee, all rights, powers, duties, authority, and privileges of the predecessor Member of the Oversight Committee under this Agreement and the Plan shall be vested in and undertaken by the successor Member of the Oversight Committee without any further act. In addition, the successor Member of the Oversight Committee shall not be responsible for any act or omission of the predecessor Member of the Oversight Committee. Any successor Member of the Oversight Committee appointed hereunder shall execute an instrument accepting such appointment and assuming all of the obligations set forth herein.
- (f) the resignation, death, dissolution, removal, or appointment of a new Member of the Oversight Committee shall be evidenced by the filing with the Bankruptcy Court of a notice of appointment.

3.9 Recusal. Any members of the Oversight Committee who have previously engaged in litigation or otherwise pursued a Cause of Action against any Person(s) shall recuse themselves with respect to any decisions or oversight regarding the Claims reconciliation process and related matters involving such Person(s).

3.10 Compensation and Reimbursement. For the avoidance of doubt, Members of the Oversight Committee shall not be entitled to (i) compensation for the performance of such Member's duties hereunder or (ii) reimbursement of expenses incurred relating to each Member's own attorneys or professionals.

3.11 Retention of Counsel. The Oversight Committee as a body shall not retain its own counsel.

ARTICLE IV. Committee Limited Survival

4.1 ~~3.1~~ Committee Limited Retention Post-Effective Date. As set forth in the Plan, on the Effective Date, the Committee shall dissolve automatically and the members thereof shall be released and discharged from all rights, duties, responsibilities, and liabilities and obligations arising from, or related to, the Chapter 11 Cases or the Plan and its implementation, and the retention and employment of the Committee's Professionals shall terminate; provided, however, that after the Effective Date, the Committee shall not be terminated and the retention and

~~employment of the Committee's Professionals shall continue with respect to~~ to exist and have standing and a right to be heard for the following limited engagements purposes:

- (a) ~~Prosecuting applications for Professionals' compensation and reimbursement of expenses incurred as a member of the Committee; and,~~ and any relief related thereto, for payment of Professional Fee Claims and requests for allowance of Administrative Expense Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code; and
- (b) ~~Asserting, disputing and participating in resolution of Professional Fee Claims~~ any appeals of the Confirmation Order or any such other appeals to which the Committee is a party.

~~For as long as the Committee remains in existence, the Committee shall be entitled to compensation for all reasonable and documented services rendered and reimbursement of reasonable and documented fees, costs, and expenses incurred. Committee members shall continue to possess continuing duties, responsibilities and obligations solely in connection with the matters set forth above.~~

4.2 ~~3.2~~ Debtors and Plan Administrator Consultation. In the prosecution and pursuit of the matters set forth in Section ~~3.1~~ 4.1, the Committee shall consult with the Debtors and the Plan Administrator. The Debtors and the Plan Administrator agree to use reasonable best efforts to assist the Committee in the pursuit of the limited engagements set forth herein.

~~3.3 No Conflict of Interest. The Committee may retain professionals for the limited purposes set forth in this Article IV notwithstanding that such professionals may act or have acted as Plan Administrator Professionals, and such retention by the Committee of professionals for the limited purposes set forth herein shall not be deemed a conflict of interest as to either the limited Committee matters set forth in this Article IV or any services that such professionals may provide acting in their capacity as Plan Administrator Professionals.~~

4.3 ~~3.4~~ Dissolution of Committee. Upon the final resolution of the matters set forth in this section the Committee shall be immediately dissolved, and released in accordance with the Plan and this Agreement.

ARTICLE ~~IV~~ V. **Distributions**

5.1 ~~4.1~~ Distributions Under the Plan.

- (a) Distributions of proceeds of the Net Distributable Assets to the Holders of ~~Allowed~~ Term Loan Facility Claims shall be made as follows:
 - ~~(a) Distributions to be made by the Plan Administrator may be made by any Person(s) designated or retained by the Plan Administrator to serve as the Disbursing Agent(s), without the need for any further order of the Bankruptcy Court.~~
 - ~~(b) The Plan Administrator shall be authorized, in his or her discretion to delay distributions to Holders of Claims or otherwise determine reasonable distribution dates for such Holders, including, without limitation, based upon the status and~~

~~progress of the liquidation of Net Distributable Assets, the total number of and/or asserted claim amounts of Disputed Claims, and any other relevant factors.~~

- i. distributions shall be made by the Disbursing Agent, in accordance with the Plan and without the need for any further order of the Bankruptcy Court; and
 - ii. upon the receipt by the Plan Administrator of the proceeds of the Net Distributable Assets, the Disbursing Agent will promptly distribute such proceeds to the Holders of Term Loan Facility Claims in accordance with the Plan. The Plan Administrator shall reasonably endeavor to make distributions of any proceeds of the Net Distributable Assets no less frequently than on a quarterly basis.
- (b) Distributions from the GUC Recovery Pool to Holders of Allowed General Unsecured Claims shall be made as follows:
- i. distributions shall be made by the Disbursing Agent, in accordance with the Plan and without the need for any further order of the Bankruptcy Court; and
 - ii. upon the receipt by the Preserved Actions Administrator of the proceeds of the Preserved Actions, the Disbursing Agent will promptly distribute such proceeds to the Holders of Allowed General Unsecured Claims in accordance with the Plan.

5.2 ~~4.2~~ Distributions on Account of Disputed Claims. Except as otherwise provided in a Final Order, ~~set forth in this Agreement,~~ or as agreed by the relevant parties, distributions on account of ~~Disputed~~disputed Claims that become Allowed Claims after the Effective Date will be made by the Plan Administrator at such periodic intervals as the Plan Administrator determines to be reasonably prudent.

5.3 ~~4.3~~ No Distributions Pending Allowance. Notwithstanding anything in the Plan or the Confirmation Order to the contrary, no distribution will be made with respect to any ~~Disputed~~disputed Claim until such Claim becomes an Allowed Claim.

5.4 ~~4.4~~ Settling Disputed Claims. The Plan Administrator is authorized to settle, or withdraw any objections to ~~Disputed~~disputed Claims following the Effective Date without the need for approval of the Bankruptcy Court.

5.5 ~~4.5~~ Allocation of Distributions Between Principal and Interest. Except as otherwise provided in the Plan and subject to the Plan, to the extent that any Allowed Claim entitled to a distribution under the Plan is comprised of indebtedness and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount (as determined for federal income tax purposes) of the Claim and then to accrued but unpaid interest.

5.6 ~~4.6~~ Setoffs and Recoupments. The ~~Plan Administrator~~Administrators may, but shall not be required to, set off against any Claims of any nature whatsoever that the Debtors may have against the Holder of a Claim; *provided* that neither the failure to do so nor the allowance of any

Claim under the Plan shall constitute a waiver or release of any Claim the Debtors may have against the Holder of such Claim.

5.7 ~~4.7~~ U.S. Trustee Fees and Reports. After the Effective Date, the Plan Administrator shall pay as an expense of the Debtors and their Estates all fees incurred under 28 U.S.C. § 1930(a)(6) by reason of the Debtors' disbursements as required under the Plan and the Confirmation Order until the Chapter 11 Cases are closed; provided that the Preserved Actions Administrator shall be solely responsible for paying any and all such fees with respect to any and all distributions of proceeds (and any other actions giving rise to such fees) from the proceeds of the Preserved Actions. After the Effective Date, the Plan Administrator shall prepare and serve on the Office of the U.S. Trustee such quarterly disbursement reports for the Debtors as required by the U.S. Trustee for as long as the Chapter 11 Cases remain open.

5.8 ~~4.8~~ Timing of Distributions. In the event that any payment, distribution or act under the Plan or this Agreement is required to be made or performed on a date that is not a Business Day, then the making of such payment or distribution or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date. Any requirement under the Plan or the Confirmation Order that the Plan Administrator or Disbursing Agent make a payment or distribution on a date shall mean that such party is required to commence the process of making a payment or distribution on such date.

5.9 ~~4.9~~ Tax Identification Numbers. The Plan Administrator may require any Holder of a Claim to furnish to the Plan Administrator (i) its social security number or employer or taxpayer identification number as assigned by the IRS and (ii) the original Form W-8 or copy of Form W-9, as applicable, as completed by each Holder of a Claim, and the Plan Administrator may condition any distribution to any holder of a Claim upon the receipt of such information.

ARTICLE ~~V~~VI.

Effect of the Agreement on Third Parties

6.1 ~~5.1~~ There is no obligation on the part of any person dealing with the Debtors' Estates, the Debtors, the Plan Administrator, ~~or the Plan Administrator Professionals,~~ the Preserved Actions Administrator, or any counsel retained by the Preserved Actions Administrator to see to the application of the money or other consideration paid or delivered to the ~~Plan Administrator Administrators,~~ or to inquire into the validity, expediency, or propriety of any such transaction, or the authority of the ~~Plan Administrator Administrators,~~ or any agent of the Plan Administrator, to enter into or consummate the same, except upon such terms as the Plan Administrator or Preserved Actions Administrator, as applicable, may deem advisable.

ARTICLE ~~VI~~VII.

Termination of the Agreement and Amendment and Dissolution of Debtors

7.1 ~~6.1~~ Automatic Termination of the Agreement. This Agreement shall terminate and the ~~Plan Administrator Administrators~~ shall be discharged at such time as: (i) the Estates have been fully administered and all of the Assets have been liquidated or abandoned; (ii) the Preserved Actions have been efficiently and expeditiously prosecuted, adjudicated, settled, dismissed,

withdrawn, or otherwise resolved; (iii) all duties and obligations of the ~~Plan Administrator~~ Administrators hereunder have been fulfilled; (iii) all distributions required to be made under the Plan and this Agreement have been made; and (iv) a Final Order has been entered by the Bankruptcy Court closing the last of the Chapter 11 Cases.

7.2 Termination for Cause. This Agreement may be terminated for cause shown pursuant to a Final Order entered by the Bankruptcy Court after notice and a hearing; provided that in the event that this Agreement is terminated before its automatic termination as provided in Section 7.1, the Bankruptcy Court shall approve a successor Plan Administrator or Preserved Actions Administrator, as applicable, to fill the vacancy left by the termination of this Agreement.

7.3 ~~6.2~~ Dissolution of the Debtors. The Debtors will be dissolved by the Plan Administrator as soon as practicable after the liquidation, administration, and distribution of the Net Distributable Assets, and the pursuit and resolution of the Preserved Actions in accordance with the terms of this Agreement and the Plan, and its full performance of all other duties and functions set forth herein or in the Plan. The ~~Plan Administrator~~ Administrators shall not unduly prolong the duration of the Debtors ~~and or the pursuit of the Preserved Actions.~~ The Preserved Actions Administrator shall at all times endeavor to efficiently and expeditiously pursue the Preserved Actions, and the Plan Administrator shall at all times endeavor to expeditiously resolve, settle, preserve, protect, or otherwise dispose of all the Net Distributable Assets and to effect the distribution of the Net Distributable Assets to creditors in accordance with the terms hereof and dissolve the Debtors as soon as practicable.

ARTICLE ~~VH~~ VIII. Miscellaneous

8.1 ~~7.1~~ Right to Seek Court Approval. The ~~Plan Administrator~~ Administrators shall have the right to seek Bankruptcy Court approval or direction with respect to any matter relating to the administration of the Estates and Net Distributable Assets or the performance of ~~its~~ their respective duties and responsibilities under the Plan, the Confirmation Order, or this Agreement, even if such approval is not required by the Plan, the Confirmation Order, or this Agreement.

8.2 ~~7.2~~ Confidentiality. The ~~Plan Administrator~~ Administrators shall, and shall cause ~~its~~ any of their agents and representatives, to hold strictly confidential and not use for personal gain any material, non-public information of or pertaining to any entity or matter to which the Net Distributable Assets relate to, of which the ~~Plan Administrator has~~ Administrators have become aware in ~~its~~ their capacity as ~~Plan Administrator~~ Administrators.

8.3 ~~7.3~~ Amendments. The ~~Plan Administrator~~ Administrators, through mutual consent, may modify, supplement, or amend this Agreement in any way that is not inconsistent with the Plan or the Confirmation Order, ~~including~~ to clarify any ambiguity or inconsistency or render the Agreement in compliance with its stated purposes; provided that any such material modification, supplement or amendment should shall be filed with the Bankruptcy Court; provided, further, that any such modification, supplement or amendment shall not materially alter the terms of this Agreement.

8.4 ~~7.4~~ Waiver. No failure by the ~~Plan Administrator~~ Administrators to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

8.5 ~~7.5~~ Cumulative Rights and Remedies. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights under law or in equity.

8.6 ~~7.6~~ No Bond Required. Notwithstanding any state law to the contrary, the Plan Administrator (including any successor Plan Administrator) shall be exempt from giving any bond or surety or other security for the performance of its duties in any jurisdiction unless otherwise ordered by the Bankruptcy Court.

8.7 ~~7.7~~ Irrevocability. This Agreement shall be irrevocable, except as otherwise expressly provided in this Agreement and in accordance with the Plan.

~~7.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to rules governing the conflict of laws.~~

8.8 ~~7.9~~ Retention of Jurisdiction. Notwithstanding the Effective Date, and to the fullest extent permitted by law, the Bankruptcy Court shall retain exclusive jurisdiction after the Effective Date, including, without limitation, jurisdiction to resolve any and all controversies, suits, and issues that may arise in connection therewith, including, without limitation, this Agreement, or any Entity's obligations incurred in connection herewith, including, without limitation, any action against the Plan Administrator, any Person retained by the Plan Administrator and the Post-Effective Date Indemnified Parties.

8.9 ~~7.10~~ Severability. In the event that any provision of this Agreement or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such provision to persons or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

8.10 ~~7.11~~ Limitation of Benefits. Except as otherwise specifically provided in this Agreement, nothing herein is intended or shall be construed to confer upon or to give any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

8.11 ~~7.12~~ Notices. Unless otherwise expressly specified or permitted by the terms hereof, any notice, request, submission, instruction, or other document to be given hereunder by a Party shall be in writing and shall be deemed to have been given, (a) when received if given in person or by email, (b) upon delivery, if delivered by a nationally known commercial courier service providing next day delivery service (such as Federal Express), or (c) upon delivery, or refusal of delivery, if deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid:

~~If to the Plan Administrator, addressed as follows:-~~

<u>If to the Plan Administrator:</u>	<u>If to the Preserved</u>
--------------------------------------	----------------------------

	<u>Actions Administrator:</u>
<u>Gary Broadbent</u> <u>Email: gary.broadbent@broadbentadvisors.com</u> <u>c/o Corporation Trust Center</u> <u>1209 Orange St.</u> <u>Wilmington, DE 19801</u>	<u>David Dunn</u> <u>Province LLC</u> <u>2360 Corporate Circle</u> <u>Suite 340</u> <u>Henderson, NV 89074</u> <u>Ddunn@provincefirm.com</u> <u>Tvuong@provincefirm.com</u>
<u>With a copy to:</u> <u>Sidley Austin LLP</u> <u>787 Seventh Avenue</u> <u>New York, NY 10019</u> <u>Attn: Patrick Venter and Margaret R. Alden</u> <u>Email: pventer@sidley.com</u> <u>malden@sidley.com</u>	<u>With a copy to:</u> <u>Darren Azman</u> <u>McDermott Will & Emery LLP</u> <u>One Vanderbilt Avenue</u> <u>New York, NY 10017-3852</u> <u>Email dazman@mwe.com</u>

[Name]
[Street]
[City, State, Zip]
Attn: [Name]
Email: [●]
Telephone: [●]
With a copy to: [●]

8.12 ~~7.13~~ Further Assurances. From and after the date hereof, the ~~parties~~Parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of this Agreement, and to consummate the transactions contemplated hereby.

8.13 ~~7.14~~ Counterparts. This Agreement may be signed by the ~~parties~~Parties hereto in counterparts, which, when taken together, shall constitute one and the same document. Delivery of an executed counterpart of this Agreement by ~~facsimile or~~ email in .pdf format or other electronic means shall be equally effective as delivery of a manually executed counterpart.

8.14 ~~7.15~~ Plan Controls in Event of Conflict. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan. In the event of any inconsistency among this Agreement and the Plan, the provisions of the Plan and the Confirmation Order shall govern.

8.15 ~~7.16~~ Preservation of Privilege. Notwithstanding anything to the contrary in this Agreement, in connection with the Preserved Actions, any attorney-client privilege, work product privilege, or other privilege or immunity attaching to any documents or communications (whether oral or written) belonging to the Debtors and in respect of those Preserved Actions shall vest in the Preserved Actions Administrator without waiver. In connection with any ~~rights, claims, and other~~ Causes of Action ~~that constitute Assets~~, any attorney-client privilege, work product privilege, or other privilege or immunity attaching to any documents or communications (whether oral or written) in respect of those ~~Assets~~ Causes of Action shall vest in the Plan Administrator. The ~~Plan Administrator~~ Administrators may take actions necessary to effect the

transfer of such rights and privileges, and shall seek to preserve and protect all applicable privileges and work-product relating to any applicable Causes of Action ~~of the Debtors and the Estates,~~ including but not limited to any attorney-client privilege or work product privilege attaching to any documents or communications (whether written or oral). The ~~Plan Administrator's~~ Administrators' receipt of such information shall not waive any such privileges, and all such privileges are expressly preserved; *provided*, for the avoidance of doubt, upon the Effective Date, such privileges shall belong to the ~~Plan Administrator~~ Administrators and shall be waivable by the ~~Plan Administrator~~ Administrators acting jointly, as applicable.

8.16 ~~7.17~~ Filing Documents. A copy of this Agreement and all amendments ~~thereto~~ hereto shall be maintained in an office or residence of the Plan Administrator and shall be available for inspection upon reasonable written request seeking such inspection.

8.17 ~~7.18~~ Books and Records.

(a) On the Effective Date, all books and records of the Debtors shall be transferred to the control of the Plan Administrator.

~~(b) The Debtors shall instruct any third parties or professionals possessing such books and records (including computer generated or computer maintained books, records and data, legal and accounting files maintained by any professional of the Debtors and other of the Debtors' books and records maintained by or in the possession of third parties), to permit access to such books and records as may be reasonably requested by the Plan Administrator.~~

(b) The Plan Administrator and the Plan Administrator Professionals shall cooperate with the Preserved Actions Administrator and the Preserved Actions Administrator Professionals with respect to the Debtors' books and records, and provide the Preserved Actions Administrator and Preserved Actions Administrator Professionals with access to, or copies of the Debtors' books and records reasonably related to the Preserved Actions, including physical or electronically stored documents and communications as may be reasonably requested by the Preserved Actions Administrator. Notwithstanding anything to the contrary herein, the Plan Administrator or the Plan Administrator Professionals shall not incur any costs related to the retention and maintenance of such books and records on account of the pursuit of Preserved Actions and any such costs shall be incurred by the Preserved Actions Administrator. Additionally, for the avoidance of doubt, the Preserved Actions Administrator may not utilize any funds in the Plan Administrator Operating Reserve, including the Wind-Down Amount, for such costs.

(c) The Plan Administrator will maintain reasonably good and sufficient books and records in respect to matters related to the wind down of the Debtors. The Plan Administrator may, without Bankruptcy Court approval, destroy any documents or data that he or she believes are ~~no longer~~ not required to effectuate the terms and conditions of the Plan. Upon the entry of a final decree closing the Chapter 11 Cases, unless otherwise ordered by the Bankruptcy Court, the Plan

Administrator may destroy or otherwise dispose of all records maintained by them.

8.18 ~~7.19~~ Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ~~DELAWARE~~NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

8.19 ~~7.20~~ Entire Agreement. This Agreement, the Plan, and the Confirmation Order constitute the entire agreement of the Parties and there are no representations, warranties, covenants, or obligations except as set forth herein or therein. This Agreement, the Plan, and the Confirmation Order supersede all prior and contemporaneous agreements, understandings, negotiations, and discussions, written or oral, of the Parties hereto, relating to any transaction contemplated hereunder. In the event of any inconsistency between this Agreement, the Plan, and the Confirmation Order, the Confirmation Order shall govern; *provided, however*, that the Plan Administrator may amend, modify, and/or correct the terms hereof to supersede the Plan and/or the Confirmation Order, with the approval of the Bankruptcy Court. Except as otherwise specifically provided herein, nothing in this Agreement is intended or shall be construed to confer upon or to give any person other than the Parties hereto and their respective heirs, administrators, executors, successors, and assigns any rights or remedies under or by reason of this Agreement.

8.20 ~~7.21~~ Jurisdiction; Venue. Each Party hereto irrevocably agrees that any suit, action, or proceeding with respect to this Agreement shall be brought exclusively in the United States Bankruptcy Court for the District of Delaware, and by execution and delivery of this Agreement, each Party (a) irrevocably submits to each such jurisdiction and venue; (b) waives, to the fullest extent permitted by law, any objection that it may have to the laying of the venue of any such suit, action or proceeding brought in such court has been brought in an inconvenient forum; and (c) agrees that final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon it and may be enforced in any court to the jurisdiction of which such Party is subject by a suit upon such judgment; *provided* that service of process is effected as otherwise permitted by law.

8.21 ~~7.22~~ WAIVER OF JURY TRIAL. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.

8.22 Reporting. Upon reasonable request, the Plan Administrator shall meet and confer with the Ad Hoc Group and its professional advisors to discuss matters affecting the Holders of Term Loan Facility Claims, including distributions to Holders of Term Loan Facility Claims.

8.23 ~~7.23~~ Exculpatory Provisions and Survival Thereof. Whether or not expressly therein so provided, any and all exculpatory provisions, immunities and indemnities, payment provisions, and any limitations and negations of liability contained in this Agreement, in each case inuring to the benefit of the Plan Administrator or the Preserved Actions Administrator, as applicable, shall

survive (a) the termination or revocation of this Agreement, and (b) as to any person who has served as Plan Administrator or Preserved Actions Administrator, the resignation or removal of such person as Plan Administrator or Preserved Actions Administrator, as applicable.

[Signature Pages to Follow on Next Page]

IN WITNESS WHEREOF, the undersigned have either executed and acknowledged this Agreement or caused it to be executed and acknowledged on their behalf by their duly authorized officers all as of the date first above written.

PLAN ADMINISTRATOR:

By:

Gary Broadbent, Member
Broadbent Advisors LLC

PRESERVED ACTIONS ADMINISTRATOR:

By:

Name: [●]
David Dunn Title: ~~Plan Administrator~~

DEBTORS AND DEBTORS IN POSSESSION:

By:

Name: [●] Edward Durkin, Chief Financial Officer
Title: [●] Casa Systems, Inc.

COMMITTEE:

By:

Name: [●]
Title: [●]

Exhibit A

Plan

(See attached)

Exhibit B

Confirmation Order

(See attached)

Exhibit B

Schedule of Retained Causes of Action

Revised Schedule of Retained Causes of Action¹

Subject to the releases and exculpations contained in the Plan, the Preserved Actions (that shall be retained by the Debtors and may be enforced by the Preserved Actions Administrator) and all other Causes of Action (that shall be retained by the Debtors and may be enforced by the Plan Administrator) set forth below shall be retained pursuant to Article IV.E of the Plan. For the avoidance of doubt, such retained Causes of Action shall not include any Cause of Action against the Released Parties, including the Holders of Term Loan Facility Claims and the Prepetition Agents.

Preserved Actions

1. Except as expressly provided otherwise herein, any Causes of Action held by the Debtors not expressly listed herein to the extent such Causes of Action are not asserted against the Released Parties or otherwise released pursuant to the Plan.

2. All Avoidance Actions against the Non-Released Parties and the Debtors' vendors (other than vendors that are Released Parties); *provided* that any Avoidance Actions purchased by the Cloud/RAN Purchaser or the purchaser of the Cable Assets shall not be retained by the Debtors or any of their Estates according to the terms and conditions of the applicable Sale Documents.

3. Notwithstanding anything to the contrary in the Plan or the Confirmation Order, any Causes of Action against the Non-Released Parties, including the Preserved D&O Actions; *provided* that any recovery by the Preserved Actions Administrator on account of Preserved D&O Actions, whether by way of settlement or judgment, shall be limited to the extent of available and applicable D&O Liability Insurance Policies of the Debtors; *provided further* that the foregoing shall not limit the availability of coverage under any of the D&O Liability Insurance Policies, and the Debtors will use commercially reasonable efforts to maintain the availability of such insurance (in accordance with the Plan); *provided further* that in the event coverage under any available and applicable insurance policies is denied, to the fullest extent permitted by law, the Debtors or the Plan Administrator, as applicable, shall assign any claims for coverage or other rights of recovery with respect to the Preserved D&O Actions they may have against their applicable insurance carrier to the Preserved Actions Administrator.

4. Solely to the extent concerning the Non-Released Parties, Causes of Action based in whole or in part on any and all insurance contracts and insurance policies to which the Debtors are a party or pursuant to which the Debtors have any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, including, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters; *provided* that nothing in this paragraph shall prevent, modify, or impair the coverage of

¹ Capitalized terms used but not defined herein have the meanings assigned to them in the *Third Amended Joint Plan of Liquidation of Casa Systems, Inc. and Its Debtor Affiliates* [Docket No. 399] (as may be amended, modified, or supplemented, the "Plan").

Released Parties that are Related Parties of the Debtors under the D&O Liability Insurance Policies.

Other Causes of Action

5. Solely to the extent concerning Released Parties that are Related Parties of the Debtors (including, for the avoidance of doubt, matters related to Released Parties' coverage under the D&O Liability Insurance Policies), Causes of Action based in whole or in part on any and all insurance contracts and insurance policies to which the Debtors are a party or pursuant to which the Debtors have any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, including, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters; *provided* that nothing in this paragraph shall prevent, modify, or impair the Preserved Actions Administrators' ability to pursue the Preserved D&O Actions against the Non-Released Parties.

6. Any and all tax obligations to which the Debtors are a party or pursuant to which the Debtors have any rights whatsoever, including, without limitation, against or related to all entities that owe or that may in the future owe money related to tax refunds to the Debtors.

7. All Causes of Action based in whole or in part upon any and all postings of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral, regardless of whether such posting of security deposit, adequate assurance payment, or any other type of deposit, prepayment or collateral is specifically identified herein.

8. Any and all Causes of Action and rights to assert counterclaims and defenses, respond to and defend against Claims, including but not limited to any of the following: any Claims that any of the Debtors hold or may hold against any person or entity that is, or may in the future become, party to litigation, arbitration or any other type of adversarial proceeding or dispute resolution proceeding or process, whether formal or informal, or judicial or non-judicial, in connection with the Claims Resolution Process (as defined in the Plan and Preserved Actions Administrators Agreement); any Claims to which the Plan Administrator is a party; any Claims with respect to the applicability or enforcement of an order of the Bankruptcy Court, any Claims with respect to payments made by the Debtors to any persons or entities pursuant to any order of the Bankruptcy Court, and any Claims brought by any Governmental Units.

Exhibit B-1

Redline to Previously Filed Schedule of Retained Causes of Action

Revised Schedule of Retained Causes of Action¹

~~This non-exclusive schedule of retained Causes of Action (this “Schedule”) comprises part of the Plan Supplement and describes the categories of Causes of Action that will be retained by the Debtors and vest in the Plan, as provided for in Article IV.E of the Plan. This Schedule is a supplement to Article IV.E of the Plan and the Plan generally, and does not limit or narrow the scope of the Causes of Action that will vest in the Debtors and the Plan Administrator on the Effective Date. This Schedule is intended to provide further information and explanation to parties in interest of the Causes of Action that will vest in the Debtors and the Plan Administrator. To the extent there are any inconsistencies between this Schedule and the Plan, the Plan will govern. The Debtors expressly reserve the right to alter, modify, amend, remove, augment, or supplement this Schedule at any time in accordance with the terms of the Plan.~~

~~Any such modification will be set forth in an amended Schedule.~~

Subject to the releases and exculpations contained in the Plan, the Preserved Actions (that shall be retained by the Debtors and may be enforced by the Preserved Actions Administrator) and all other Causes of Action (that shall be retained by the Debtors and may be enforced by the Plan Administrator) set forth below shall be retained pursuant to Article IV.E of the Plan. For the avoidance of doubt, such retained Causes of Action shall not include any Cause of Action against the Released Parties, including the Holders of Term Loan Facility Claims and the Prepetition Agents.

Preserved Actions

1. No Entity (other than the Released Parties) may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Plan Administrator, as applicable, will not pursue any and all available Causes of Action of the Debtors against it. The Debtors and the Plan Administrator expressly reserve all rights to prosecute any and all Causes of Action against any Person or Entity, except as otherwise provided in the Plan. Unless any Causes of Action against a Person or Entity are waived, relinquished, exculpated, released, compromised, or settled in the Plan, including in Article IX thereof, the Sale Orders, the Cash Collateral Order, or an order of the Bankruptcy Court, the Debtors and the Plan Administrator, as applicable, expressly reserve all Causes of Action for later adjudication and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, will apply to such Causes of Action upon, after, or as a consequence of confirmation and Consummation of the Plan. In addition, the Debtors and the Plan Administrator expressly reserve the right to pursue, take over, or adopt any claims alleged in any lawsuit in which any of the Debtors is a party, against any Person or Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.² Except as expressly provided otherwise herein, any Causes of Action held by the

¹ Capitalized terms used but not defined herein have the meanings assigned to them in the Third Amended Joint Plan of Liquidation of Casa Systems, Inc. and its Debtor Affiliates [Docket No. 207399] (as may be amended, modified, or supplemented, the “Plan”).

² ~~For the avoidance of doubt, the inclusion of any Cause of Action herein shall not indicate any determination by the Debtors or the Plan Administrator, as applicable, to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Cause of Action, or to decline to do any of the foregoing.~~

Debtors not expressly listed herein to the extent such Causes of Action are not asserted against the Released Parties or otherwise released pursuant to the Plan.

~~In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that any of the Debtors may hold against any Person or Entity that are not waived, relinquished, exculpated, released, compromised, or settled in the Plan or by an order of the Bankruptcy Court will vest in the Debtors and the Plan Administrator on the Effective Date. Subject to the Plan, the Plan Administrator will 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 Causes of Action, or to decline to do any of the foregoing, without further notice to or action, order, or approval of the Bankruptcy Court. In addition, all of the Debtors' respective rights, titles and interests in any privileges or immunities of the Debtors' estates, including the attorney-client privilege and any privilege in respect of any Claims or Causes of Action shall automatically vest, without waiver, in the Plan Administrator, and the Plan Administrator shall have the sole power and authority to assert or waive such privileges for the joint benefit of the Debtors. The following is a non-exclusive list of the categories of Causes of Action that will be retained by the Debtors and vest in the Plan Administrator on the Effective Date pursuant to the Plan:~~

~~I. Causes of Action Related to Insurance~~

2. All Avoidance Actions against the Non-Released Parties and the Debtors' vendors (other than vendors that are Released Parties); provided that any Avoidance Actions purchased by the Cloud/RAN Purchaser or the purchaser of the Cable Assets shall not be retained by the Debtors or any of their Estates according to the terms and conditions of the applicable Sale Documents.

3. Notwithstanding anything to the contrary in the Plan or the Confirmation Order, any Causes of Action against the Non-Released Parties, including the Preserved D&O Actions; provided that any recovery by the Preserved Actions Administrator on account of Preserved D&O Actions, whether by way of settlement or judgment, shall be limited to the extent of available and applicable D&O Liability Insurance Policies of the Debtors; provided further that the foregoing shall not limit the availability of coverage under any of the D&O Liability Insurance Policies, and the Debtors will use commercially reasonable efforts to maintain the availability of such insurance (in accordance with the Plan); provided further that in the event coverage under any available and applicable insurance policies is denied, to the fullest extent permitted by law, the Debtors or the Plan Administrator, as applicable, shall assign any claims for coverage or other rights of recovery with respect to the Preserved D&O Actions they may have against their applicable insurance carrier to the Preserved Actions Administrator.

~~4. Unless otherwise released in the Plan, the Debtors or the Plan Administrator, as applicable, expressly reserve any and all~~Solely to the extent concerning the Non-Released Parties, Causes of Action based in whole or in part ~~upon~~on any and all insurance contracts and insurance policies to which ~~any of the Debtors is or was~~are a party, or pursuant to which ~~any of the Debtors has~~have any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, including ~~but not limited to any,~~ Causes of Action against ~~current or former~~ insurance carriers, reinsurance carriers, insurance brokers, ~~third-party administrators, underwriters, or occurrence carriers related,~~ or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters; provided that nothing in

this paragraph shall prevent, modify, or impair the coverage of Released Parties that are Related Parties of the Debtors under the D&O Liability Insurance Policies.

H. Other Causes of Action ~~Related to Contracts or Torts~~

~~Unless otherwise waived, relinquished, exculpated, released, compromised, or settled in the Plan or by an order of the Bankruptcy Court, the Debtors or the Plan Administrator, as applicable, expressly reserve any and all Causes of Action based in whole or in part upon any and all contracts, leases, or other agreements to which any of the Debtors is, at one time was, or may become a party or pursuant to which any of the Debtors has any rights whatsoever (regardless of whether such contracts, leases or other agreements are executory contracts or unexpired leases), including but not limited to (a) overpayments, back charges, duplicate payments, improper holdbacks, deductions owing or improper deductions taken, deposits, warranties, guarantees, indemnities, recoupment, or setoff, (b) breach of contract, malpractice, setoff, recoupment, equitable subordination, contractual clawback, and disallowance against or related to individuals that provided professional services to the Debtors prior to the Petition Date, (c) wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations, (d) failure to fully perform or to condition performance on additional requirements under contracts with any one or more of the Debtors before the assumption or rejection, if applicable, of such contracts, (e) counterclaims and defenses related to any contractual obligations, (f) unfair competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claim.~~

~~III. Causes of Action Related to the Chapter 11 Cases and Bankruptcy Court Orders~~

5. Solely to the extent concerning Released Parties that are Related Parties of the Debtors (including, for the avoidance of doubt, matters related to Released Parties' coverage under the D&O Liability Insurance Policies), Causes of Action based in whole or in part on any and all insurance contracts and insurance policies to which the Debtors are a party or pursuant to which the Debtors have any rights whatsoever, regardless of whether such contract or policy is specifically identified in the Plan, including, Causes of Action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters; provided that nothing in this paragraph shall prevent, modify, or impair the Preserved Actions Administrators' ability to pursue the Preserved D&O Actions against the Non-Released Parties.

6. Any and all tax obligations to which the Debtors are a party or pursuant to which the Debtors have any rights whatsoever, including, without limitation, against or related to all entities that owe or that may in the future owe money related to tax refunds to the Debtors.

7. All Causes of Action based in whole or in part upon any and all postings of a security deposit, adequate assurance payment, or any other type of deposit, prepayment, or collateral, regardless of whether such posting of security deposit, adequate assurance payment, or any other type of deposit, prepayment or collateral is specifically identified herein.

8. ~~Unless otherwise waived, relinquished, exculpated, released, compromised, or settled in the Plan or by an order of the Bankruptcy Court, the Debtors or the Plan Administrator, as applicable, expressly reserve any~~ Any and all Causes of Action and rights to ~~pursue and assert counterclaims and defenses,~~ respond to ~~any claims and defend against Claims, including but not limited to any of the following: any Claims~~ that any of the Debtors ~~or the Plan Administrator, as applicable,~~ hold or may hold against any ~~Person~~ person or ~~Entity~~ entity that is, or may in the future become, party to litigation, arbitration or any other type of adversarial proceeding or dispute resolution proceeding or process, whether formal or informal, or judicial or non-judicial ~~as a consequence of the Chapter 11 Cases. Further, the Debtors or,~~ in connection with the Claims Resolution Process (as defined in the Plan and Preserved Actions Administrators Agreement); any Claims to which the Plan Administrator, as applicable, reserve any and all Causes of Action based in whole or in part upon, or arising under, any is a party; any Claims with respect to the applicability or enforcement of an order of the Bankruptcy Court, including without limitation (a) any Causes of Action related any Claims with respect to payments made by the Debtors to any Persons or Entities persons or entities pursuant to any order of the Bankruptcy Court; 2 and ~~(b) any claims~~ Claims brought by any Governmental Units.

~~IV. Causes of Action Related to Taxes, Fees, and Tax or Fee Refunds or Credits~~

~~Unless otherwise waived, relinquished, exculpated, released, compromised, or settled in the Plan, or by an order of the Bankruptcy Court, the Debtors or the Plan Administrator, as applicable, expressly reserve all Causes of Action against or related to all Persons and Entities that owe or that may in the future owe money related to tax or fee refunds, credits, overpayments, recoupments, or offsets that may be due and owing to the Debtors. Furthermore, the Debtors and Plan Administrator, as applicable, expressly reserve all Causes of Action against or related to all Persons and Entities that assert or may assert that the Debtors owe taxes to them.~~

~~V. Causes of Action Related to Avoidance Actions~~

~~Unless otherwise waived, relinquished, exculpated, released, compromised, or settled in the Plan, or by an order of the Bankruptcy Court, the Debtors or the Plan Administrator, as applicable, expressly reserve any and all Avoidance Actions and/or other related Causes of Action that any of the Debtors could assert against any Person or Entity.~~

~~THE DEBTORS RESERVE ALL RIGHTS TO AMEND, REVISE, OR SUPPLEMENT THIS SCHEDULE, AND ANY OF THE DOCUMENTS AND DESIGNATIONS CONTAINED HEREIN, AT ANY TIME BEFORE THE EFFECTIVE DATE OF THE PLAN, OR ANY SUCH OTHER DATE AS MAY BY THE PLAN OR BY ORDER OF THE BANKRUPTCY COURT.~~