

ENTERED

October 27, 2025

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

LifeScan Global Corporation, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-90259 (ARP)
)
) (Jointly Administered)
)

**AMENDED ORDER (I) APPROVING DISCLOSURE
STATEMENT AND (II) CONFIRMING JOINT CHAPTER 11 PLAN**

WHEREAS, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) having:

- a. Commenced, on July 15, 2025 (the “Petition Date”), these chapter 11 cases (these “Chapter 11 Cases”) by filing voluntary petitions in this Court for relief under chapter 11 of title 11 of the United States Code (as amended, the “Bankruptcy Code”);
- b. Filed on July 16, 2025, the *Declaration of Valerie Asbury in Support of the Debtors’ Chapter 11 Petitions and First Day Motions* [Docket No. 20] (the “First Day Declaration”);
- c. Obtained, on July 16, 2025, the *Order (I) Approving (A) Bidding Procedures for the Sale of the Debtors’ Assets, (B) Assumption and Assignment Procedures, and (C) Form and Manner of Sale Notice, Assumption Notice, and Notice of Successful Bidder; (II) Authorizing Designation of Stalking Horse Bidder; (III) Scheduling Certain Dates and Deadlines; and (IV) Granting Related Relief* [Docket No. 50] (the “Bidding Procedures Order”, and the procedures approved thereunder, the “Bidding Procedures”);
- d. Entered into, on August 1, 2025, that certain *Second Amended and Restated Restructuring Support Agreement* (as modified, amended, or supplemented from time to time, the “RSA”);

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, as applicable, are: LifeScan Global Corporation (1872); DUV Holding Corp. (2522); DUV Intermediate Holding Corp. (2645); LifeScan Texas LLC (1307); DUV Intermediate Holding II Corp. (4829); LifeScan Inc. (8188); LifeScan IP Holdings, LLC (7450); LifeScan China, LLC (N/A) and LifeScan Institute LLC (8188). The location of Debtor LifeScan Global Corporation’s principal place of business and the Debtors’ service address in these Chapter 11 Cases is 75 Valley Stream Parkway, Suite 201, Malvern, PA 19355.

- e. Filed, on September 1, 2025, the *Joint Chapter 11 Plan of Reorganization of LifeScan Global Corporation and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 257] (as amended by the *Amended Joint Chapter 11 Plan of Reorganization of LifeScan Global Corporation and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 518], and as may be further modified, amended, or supplemented from time to time, the “Plan”) and the *Disclosure Statement for Joint Chapter 11 Plan of LifeScan Global Corporation and its Debtor Affiliates* [Docket No. 259] (as modified, amended, or supplemented from time to time, the “Disclosure Statement”);
- f. Obtained, on September 2, 2025, the *Order (I) Conditionally Approving the Adequacy of the Disclosure Statement; (II) Approving the Solicitation and Notice Procedures with Respect to Confirmation of the Debtors’ Proposed Joint Plan of Reorganization; (III) Approving the Forms of Ballots and Notices in Connection Therewith; and (IV) Scheduling Certain Dates with Respect Thereto* [Docket No. 273] (the “Scheduling Order”),² which, among other things: (i) conditionally approved the Disclosure Statement as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (ii) approved the solicitation materials and documents to be included in the solicitation packages; (iii) approved procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan; (iv) authorized the Debtors to solicit votes on the Plan (the “Solicitation”) and (v) scheduled certain key dates and deadlines, including scheduling a hearing on October 20, 2025, at 9:00 a.m. (prevailing Central Time) to consider the final approval of the Disclosure Statement and Confirmation of the Plan (the “Combined Hearing”);
- g. Commenced, on September 5, 2025, the Solicitation by causing the transmittal of the Solicitation Materials, through their solicitation and balloting agent, Epiq Corporate Restructuring, LLC (“Epiq”), to the holders of Claims entitled to vote on the Plan, which Solicitation Materials included, among other things: (i) the Plan, (ii) the conditionally approved Disclosure Statement, and (iii) the ballots to vote on the Plan (the “Ballots”), as evidenced by the *Certificate of Service of Solicitation Documents* [Docket No. 311] (the “Solicitation Affidavit”);
- h. Served, through Epiq, on September 5, 2025, on all known holders of Claims and Interests, the U.S. Trustee, and certain other parties in interest, the *Notice of Hearing to Consider Confirmation of the Joint Chapter 11 Plan and Adequacy of the Disclosure Statement Filed by the Debtors and Related Voting*

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan, Disclosure Statement, or Scheduling Order as applicable. The rules of interpretation set forth in Article I.B of the Plan apply to this Combined Order.

and Objection Deadlines (the “Combined Hearing Notice”), as evidenced by the Solicitation Affidavit;

- i. Caused, on September 5, 2025, the Combined Hearing Notice to be published in *The New York Times* (national edition), as evidenced by the *Proof of Publication* [Docket No. 313];
- j. Caused Epiq to file, on October 13, 2025, the *Declaration of Emily Young, on Behalf of Epiq Corporate Restructuring, LLC, Regarding Solicitation and Tabulation of Ballots Cast in Connection with the Joint Chapter 11 Plan of Reorganization of LifeScan Global Corporation and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 454] (the “Voting Declaration”);
- k. Filed, on September 29, 2025, the *Plan Supplement for the Debtors’ Joint Chapter 11 Plan of Reorganization* [Docket 391] (the “Plan Supplement”);
- l. Served, through Epiq, on September 30, 2025, on the Master Service List, the Plan Supplement, as evidenced by the *Certificate of Service* [Docket No. 447];
- m. Filed, on October 10, 2025, the *Notice of Successful Bidder with Respect to the Auction of the Debtors’ Assets* [Docket No. 449] (the “Notice of Successful Bidder”);
- n. Filed, on October 10, 2025, the *Form of Asset Purchase Agreement* [Docket No. 449-1];³
- o. Filed, on October 17, 2025, the *Declaration of Brian Teets in Support of Confirmation of the Debtors’ Joint Chapter 11 Plan of Reorganization* [Docket No. 485] (“Teets Declaration”);
- p. Filed, on October 17, 2025, the *Declaration of Valerie Asbury in Support of Confirmation of the Debtors’ Joint Chapter 11 Plan of Reorganization* [Docket No. 487] (“Asbury Declaration”);
- q. Filed, on October 17, 2025, the *Declaration of John Singh in Support of Confirmation of the Debtors’ Joint Chapter 11 Plan of Reorganization* [Docket No. 493] (“Singh Declaration”);
- r. Filed, on October 17, 2025, the *Declaration of Michael Niarchos in Support of Confirmation of the Debtors’ Joint Chapter 11 Plan of Reorganization and the Debtors’ Emergency First Omnibus Objection to Proofs of Claim* [Docket No. 494] (“Niarchos Declaration”); and

³ A substantially final form of Credit Bid Purchase Agreement is attached hereto as Exhibit B.

- s. Filed, on October 16, 2025, the *Confirmation Brief* [Docket No. 477] (the “Confirmation Brief”).

WHEREAS, the Court having:

- a. Set October 9, 2025, at 4:00 p.m. (prevailing Central Time) as the deadline for Filing objections to the final approval of the Disclosure Statement and/or Confirmation of the Plan (the “Objection Deadline”);
- b. Held, on October 20, 2025 at 9:00 a.m. (prevailing Central Time), the Combined Hearing;
- c. Heard the statements, arguments, and any objections made at the Combined Hearing;
- d. Reviewed the Disclosure Statement, the Plan, the Ballots, the Plan Supplement, the Confirmation Brief, the Confirmation Declaration, the Solicitation Affidavit, and the Voting Declaration;
- e. Overruled (i) any and all objections to approval of the Disclosure Statement, Confirmation of the Plan, and the Credit Bid Transaction; and (ii) all statements and reservations of rights not consensually resolved or withdrawn, unless otherwise indicated;
- f. Entered the *Conditional Order (I) Approving Disclosure Statement and (II) Confirming Joint Chapter 11 Plan* [Docket No. 525] (the “*Conditional Confirmation Order*”) and
- g. Reviewed and taken judicial notice of all the papers and pleadings Filed (including any objections, statement, joinders, reservations of rights and other responses), all orders entered, and all evidence proffered or adduced and all arguments made at the hearings held before the Court during the pendency of these cases.

NOW, THEREFORE, it appearing that notice of the Combined Hearing and the opportunity for any party in interest to object to the adequacy of the Disclosure Statement, Confirmation of the Plan, and the Credit Bid Transaction having been adequate and appropriate as to all parties affected or to be affected by the Plan and the transactions contemplated thereby, and the legal and factual bases set forth in the documents Filed in support of final approval of the Disclosure Statement and Confirmation and other evidence presented at the Combined Hearing establish just cause for the relief granted herein; and after due deliberation and good cause

appearing therefor, the Court makes and issues the following findings of fact and conclusions of law, and orders;

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings of Fact and Conclusions of Law. The findings and conclusions set forth herein and in the record of the Combined Hearing constitute the Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following conclusions of law constitute findings of fact, or vice versa, they are adopted as such.

B. Jurisdiction, Venue, Core Proceeding. This Court has jurisdiction over these Chapter 11 Cases pursuant to 28 U.S.C. § 1334. Venue of these proceedings and these Chapter 11 Cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and this Court may enter a final order hereon under Article III of the United States Constitution.

C. Eligibility for Relief. The Debtors were and continue to be entities eligible for relief under sections 105, 109, 363, and 365 of the Bankruptcy Code and Rules 2002, 6004, 6006, 9007, 9008, and 9014 of the Bankruptcy Rules; the Debtors were and continue to be proper proponents of the Plan under section 1121(a) of the Bankruptcy Code.

D. Commencement and Joint Administration of the Chapter 11 Cases. On the Petition Date, the Debtors commenced the Chapter 11 Cases. On July 15, 2025, the Court entered an order [Docket No. 4] authorizing the joint administration of these Chapter 11 Cases in accordance with Bankruptcy Rule 1015(b). The Debtors have operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the

Bankruptcy Code. No trustee, examiner, or statutory committee has been appointed in these Chapter 11 Cases.

E. Adequacy of the Disclosure Statement. The Disclosure Statement, including exhibits thereto contains “adequate information” as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the Bankruptcy Code. The Filing of the Disclosure Statement satisfied Bankruptcy Rule 3016(b). The Disclosure Statement describes, in bold font and with specific and conspicuous language, the injunction, release, and exculpation provisions contained in the Plan, all acts to be enjoined and identify the Entities that will be subject to the injunction, thereby satisfying Bankruptcy Rule 3016(c).

F. Solicitation. As described in and evidenced by the Voting Declaration, the Solicitation and the transmittal and service of the Solicitation Materials were: (i) timely, adequate, appropriate, and sufficient under the circumstances; and (ii) in compliance with sections 1125(g) and 1126(b) of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, the applicable Local Bankruptcy Rules, the Scheduling Order and all applicable nonbankruptcy rules, laws, and regulations applicable to the Solicitation. The Solicitation Materials, including the Ballots and the Opt Out Form (as defined herein), adequately informed the holders of Claims entitled to vote on the Plan of the procedures and deadline for completing and submitting the Ballots and opting out of the Third-Party Release. The Debtors served the Combined Hearing Notice on the entire creditor matrix and served the Opt Out Form on all Non-Voting Classes. The Combined Hearing Notice adequately informed Holders of Claims or Interests of critical information regarding voting on (if applicable) and objecting to the Plan, including deadlines and the inclusion of release, exculpation, and injunction provisions in the Plan, and adequately summarized the terms of the Third-Party Release. Further, because the form enabling stakeholders to opt out of the Third-Party

Release was provided to every known stakeholder, all such stakeholders had the opportunity to opt out of the Third-Party Release. The period for voting on the Plan provided a reasonable and sufficient period of time, and the manner of such Solicitation was an appropriate process allowing for such holders to make an informed decision. No further notice is required.

G. Tabulation. As described in and evidenced by the Voting Declaration, (i) the Holders of Claims in Class 3 (First Lien Term Loan Claims), Class 4 (Second Lien Term Loan Claims), and Class 5 (Third Lien Term Loan Claims) are Impaired under the Plan and have voted to accept the Plan in the numbers and amounts required by section 1126 of the Bankruptcy Code; and (ii) Class 6 (General Unsecured Claims) is Impaired under the Plan and has voted to reject the Plan. All procedures used to tabulate the votes on the Plan were in good faith, fair, reasonable, and conducted in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement, the Scheduling Order, and all other applicable nonbankruptcy laws, rules, and regulations.

H. Plan Supplement. On September 29, 2025, the Debtors Filed the Plan Supplement. The Debtors provided good and proper notice of the Filing of the Plan Supplement, and the documents and instruments contained therein in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Scheduling Order, and the facts and circumstances of these Chapter 11 Cases. The Plan Supplement (including as subsequently modified, supplemented, or otherwise amended pursuant to a filing with the Court), complies with the terms of the Plan, the Disclosure Statement, and the Scheduling Order. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. No other or further notice is or will be required with respect to the Plan Supplement. The Debtors reserve the right to amend, modify, or

supplement the Plan Supplement and any of the documents contained therein or related thereto in accordance with the Plan, the RSA, the Bankruptcy Code, and the Bankruptcy Rules.

I. Modifications to the Plan. Pursuant to section 1127 of the Bankruptcy Code, the modifications to the Plan described or set forth in this Combined Order or a revised Plan filed on the Bankruptcy Court's docket (including the modifications to reflect the GUC Settlement) constitute technical or clarifying changes, changes with respect to particular Claims by agreement with holders of such Claims, or modifications that do not otherwise materially and adversely affect or change the treatment of any other Claim or Interest under the Plan. These modifications are consistent with the disclosures previously made pursuant to the Disclosure Statement and Solicitation Materials, and notice of these modifications was adequate and appropriate under the facts and circumstances of the Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan is properly before this Court and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan that is being confirmed by the Combined Order.

J. Objections Overruled. Any resolution or disposition of objections to Confirmation or the Credit Bid Transaction explained or otherwise ruled upon by the Court on the record at the Combined Hearing is hereby incorporated by reference. All unresolved objections, statements, joinders, informal objections, and reservations of rights are hereby overruled on the merits; *provided* that any objections to Cure Amounts not otherwise overruled shall be resolved in accordance with the terms of the Plan and the Credit Bid Purchase Agreement.

K. Burden of Proof. The Debtors, as proponents of the Plan, have met their burden of proving all applicable elements of section 1129 of the Bankruptcy Code by a preponderance of the evidence, the applicable evidentiary standard for Confirmation. Further, the Debtors have proven the elements of sections 1129(a), 1129(b), and 363(f) by clear and convincing evidence. Each witness who testified on behalf of the Debtors in connection with the Combined Hearing was credible, reliable, and qualified to testify as to the topics addressed in his testimony.

L. GUC Settlement. The Plan incorporates and implements a global settlement (the “GUC Settlement”) regarding, among other things, the treatment of Allowed General Unsecured Claims under the Plan (including, without limitation, the GUC Cash Pool and the GUC Commercial Tort Claim Share), the establishment of the GUC Trust, the issuance of the GUC Trust Interests, and the execution, delivery and implementation of all Definitive Documents related thereto, including the provisions of the Plan and the GUC Trust Documents reasonably necessary or advisable to give effect to and implement the GUC Settlement, and the releases under the Plan of the Consenting Lenders, the Sponsor and their Related Parties. The terms of the GUC Settlement represent a good-faith compromise and settlement of numerous issues and disputes between and among (a) the Debtors, (b) the Committee, (c) the Holders of First Lien Claims and Holders of Second Lien Claims, and (d) the Sponsor, among others. Entry of this Combined Order constitutes the Court’s approval of the GUC Settlement, under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as findings by the Court that the GUC Settlement is fair, equitable, reasonable and in the best interest of the Debtors, their Estates and Holder of Claims and Interest and falls above the lowest point in the range of reasonableness.

M. GUC Trust. As set forth in Article IV.P of the Plan, in connection with and pursuant to the GUC Settlement, on the Effective Date, (a) the GUC Trust Agreement shall be

executed and delivered by the parties thereto, and the GUC Trust shall be established pursuant to the GUC Trust Documents, (b) all GUC Trust Interests shall be distributed to Holders of Allowed General Unsecured Claims in accordance with the Plan, and (c) the Debtors shall be deemed to transfer to the GUC Trust all of their rights, title, and interest in and to all of (i) the GUC Cash Pool and (ii) GUC Commercial Tort Claim Share, in each case free and clear of all Liens, charges, Claims, encumbrances, and interests, in accordance with section 1141 of the Bankruptcy Code. The GUC Trust shall be governed by the GUC Trust Agreement and administered by the GUC Trustee. The powers, rights, and responsibilities of the GUC Trustee are specified in the GUC Trust Agreement and include the authority and responsibility to, among other things, (a) administer the GUC Trust and the GUC Trust Assets, (b) reconcile, resolve, contest, object to, seek to subordinate, compromise or settle all General Unsecured Claims that constitute Disputed Claims, (c) monitor the New Jersey Action and enforce the GUC Commercial Tort Claim Share, (d) facilitate distributions to Holders of the GUC Trust Interests, and (e) perform such other functions as may be necessary or advisable to administer the GUC Trust and implement the GUC Settlement.

N. Compliance with Bankruptcy Code Section 1129(a)(1). As required by Bankruptcy Code Section 1129(a)(1), the Plan complies with the applicable provisions of the Bankruptcy Code as follows:

- a. *Section 1122 and 1123(a)(1) – Proper Classification.* The classification of Claims and Interests under the Plan is proper. In accordance with sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Article III of the Plan provides for the separate classification of Claims and Interests at each Debtor into Classes, based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Expense Claims, Professional Fee Claims, Priority Tax Claims, and Restructuring Expenses, which are Unimpaired and are not required to be classified in accordance with section 1123(a)(1) of the Bankruptcy Code). Valid business, factual, and legal reasons exist for the separate classification of the various Classes of Claims and Interests created

under the Plan, the classifications were not implemented for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among holders of Claims or Interests. In accordance with section 1122(a) of the Bankruptcy Code, each Class of Claims or Interests contains only Claims or Interests substantially similar to the other Claims or Interests within that Class. Any Claims arising under or related to the Specified Agreements are properly classified in Class 6 (General Unsecured Claims). Accordingly, the Plan satisfies the requirements of sections 1122(a), 1122(b), and 1123(a)(1) of the Bankruptcy Code.

- b. *Section 1123(a)(2) – Specifications of Unimpaired Classes.* Article III of the Plan specifies that (i) Holders of Claims and Interests in Class 1 (Other Secured Claims) and Class 2 (Other Priority Claims) are Unimpaired and conclusively presumed to accept the Plan, and are not entitled to vote to accept or reject the Plan; and (ii) Holders of Claims and Interests in Class 7 (Intercompany Claims and Intercompany Interests) are either Unimpaired and conclusively presumed to have accepted the Plan, or are Impaired and deemed to reject the Plan, and, in either event, are not entitled to vote to accept or reject the Plan. Accordingly, the Plan satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.
- c. *Section 1123(a)(3) – Specification of Treatment of Voting Classes.* Article III.B of the Plan specifies the treatment of each Impaired Voting Class under the Plan, which includes Class 3 (First Lien Term Loan Claims), Class 4 (Second Lien Term Loan Claims), Class 5 (Third Lien Term Loan Claims), and Class 6 (General Unsecured Claims). Accordingly, the Plan satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.
- d. *Section 1123(a)(4) – No Discrimination.* Article III of the Plan provides the same treatment to each Allowed Claim or Allowed Interest in any particular Class, unless less favorable treatment is agreed to by the Holder of such Allowed Claim or Allowed Interest, as applicable. Accordingly, the Plan satisfies the requirements of section 1123(a)(4) of the Bankruptcy Code.
- e. *Section 1123(a)(5) – Adequate Means for Plan Implementation.* The Plan and the various documents included in the Plan Supplement provide adequate and proper means for the Plan's execution and implementation, including: (i) the issuance of the BidCo Equity; (ii) the issuance of the New Revolving Facility and entry into the New Revolving Facility Documents; (iii) the issuance of the New First Lien Term Loan Facility and entry into the New First Lien Term Loan Facility Documents; (iv) the entry into the New ICA; (v) the execution of the New Governance Documents, in each case, subject to the Plan and the consent rights, agreements, and obligations contained in the Restructuring Support Agreement and Restructuring Term Sheet; (vi) the funding of the Wind-Down Reserve; (vii) the entry into the Advisory Agreement; (viii) the issuance, transfer, or cancellation of any Securities, notes, instruments,

Certificates, and other documents required to be issued, transferred, or cancelled pursuant to the Plan or any Restructuring Transaction; (ix) the formation of the GUC Trust, the transfer of the GUC Trust Assets into the GUC Trust, the payment of the GUC Cash Pool and the GUC Commercial Tort Claim Share, and the issuance of the GUC Trust Interests; (x) such other transactions that, in the reasonable business judgment of the Reorganized Debtors are required to effectuate the Restructuring Transactions; and (xi) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law. Accordingly, the Plan satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

- f. *Section 1123(a)(6) – Non-Voting Equity Securities.* Article IV.H of the Plan provides that the applicable governance documents will prohibit the issuance of non-voting securities to the extent required by section 1123(a)(6). Accordingly, the Plan satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.
- g. *Section 1123(a)(7) – Directors, Officers, and Trustees.* The Plan and the Plan Supplement outline the manner of selecting the directors, officers, and managers, as applicable, of the Reorganized Debtors, each of which shall serve pursuant to and in accordance with the terms of the applicable governance documents. Accordingly, the Plan satisfies the requirements of section 1123(a)(7) of the Bankruptcy Code.
- h. *Section 1123(b) – Discretionary Contents of the Plan.* The Plan contains various provisions that may be construed as discretionary but not necessary for Confirmation under the Bankruptcy Code. Any such discretionary provision complies with section 1123(b) of the Bankruptcy Code and is not inconsistent with the applicable provisions of the Bankruptcy Code. Thus, the Plan satisfies section 1123(b).
 - i. *Section 1123(b)(1) – Impairment/Unimpairment of Any Class of Claims or Interests.* Article III of the Plan impairs or leaves unimpaired, as the case may be, each Class of Claims or Interests, as contemplated by section 1123(b)(1) of the Bankruptcy Code.
 - ii. *Section 1123(b)(2) – Assumption and Rejection of Executory Contracts and Unexpired Leases.* Article V of the Plan provides for the assumption of the Debtors' Executory Contracts and Unexpired Leases as of the Effective Date unless such Executory Contract or Unexpired Lease: (i) is identified on the Rejected Executory Contract and Unexpired Lease List; (ii) has been previously rejected by a Final Order (including the Rebate Agreements Rejection Orders); (iii) is the subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Effective Date; or (iv) is subject to a motion to reject an

Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date. Accordingly, the Plan satisfies section 1123(b)(2) of the Bankruptcy Code.

- iii. *Section 1123(b)(3) – Compromise and Settlement.* In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan constitute a good-faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that all holders of Claims or Interests may have. Such compromise and settlement is the product of extensive arm's-length, good faith negotiations that represents a fair and reasonable compromise of all Claims, Interests, and controversies and is the product of a sound exercise of the Debtors' business judgment. Such compromise and settlement is fair, equitable, and reasonable and in the best interests of the Debtors and their Estates.
 1. *Releases by Debtors.* The releases being provided by the Debtors in favor of the Released Parties pursuant to Article VIII.C of the Plan (collectively, the "Debtor Release") are: (i) fair, equitable, and reasonable; (ii) integral elements of the Plan and resolution of these Chapter 11 Cases, without which the Debtors' ability to confirm the Plan would be seriously impaired; and (iii) in the best interests of the Debtors, the Estates, and creditors. Accordingly, such releases constitute a sound exercise of the Debtors' business judgment and, to the extent applicable, otherwise satisfy the standard articulated in *In re Master Mortg. Inv. Fund, Inc.*, 168 B.R. 930 (Bankr. W.D. Mo. 1994). The scope of the Debtor Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. The Debtor Release is appropriate in light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Debtor Release to the Plan.
 2. *Releases by Releasing Parties.* The releases being provided by the Releasing Parties in favor of the Released Parties pursuant to Article VII.D of the Plan (collectively, the "Third Party Release") are appropriate. The Third Party Release is: (i) consensual under controlling precedent as to those Releasing Parties that did not specifically and timely object; (ii) specific in language and scope; (iii) given in exchange for the substantial contributions made and the good and valuable consideration provided by the Released Parties, which are integral to the success of the Plan; (iv) a condition to the good faith settlement and compromise of the Causes of Action released by the Third Party Release; (v) in the best interests of the Debtors and all holders of Claims and Interests; (vi) fair, equitable, and reasonable; (vii) given and made after due and adequate notice

and opportunity for hearing; and (viii) a bar to any of the Releasing Parties asserting any Cause of Action released pursuant to the Third Party Release.

3. *Exculpation.* The exculpation described in Article VIII.E of the Plan (the “Exculpation”) is appropriate under applicable law, including *In re Highland Capital Mgmt.*, L.P., 48 F. 4th 419 (5th Cir. 2022), because it was supported by proper evidence, proposed in good faith, was formulated following extensive good-faith, arm’s-length negotiations with key constituents, and is appropriately limited in scope. The Exculpated Parties reasonably relied upon the exculpation provisions as a material inducement to engage in postpetition negotiations with key stakeholders that culminated in the Plan, and all other settlements and compromises therein that maximize value for the Debtors’ Estates. In addition, the Exculpated Parties have acted in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all their respective activities relating to the Plan, including any action or inaction in connection with their participation in the activities described in section 1125 of the Bankruptcy Code. The record in these Chapter 11 Cases supports that the exculpation provisions are appropriately tailored to protect the Exculpated Parties from unnecessary litigation and contain appropriate carve outs for actions determined by a Final Order to have constituted actual fraud. The Exculpated Parties, up to and including the Effective Date, will continue to act in good faith, if they proceed to (a) consummate the Plan and the agreements, settlements, transactions and transfers contemplated thereby regardless of whether such agreements, settlements, transactions, transfers, and other actions are expressly authorized by this Combined Order and (b) take the actions authorized and directed or contemplated by this Combined Order. The Exculpated Parties made (and will continue to make) significant contributions to the Chapter 11 Cases and played an integral role in working towards the resolution of the Chapter 11 Cases. Accordingly, the exculpations contemplated by the Plan are an appropriate exercise of the Debtors’ business judgment and are fair, reasonable, and appropriate under the circumstances of the Chapter 11 Cases.

4. *Injunction.* The injunction provisions set forth in Article VIII.F of the Plan are essential to the Plan and are necessary to implement the Plan and to preserve and enforce the discharge, Debtor Release, the Third Party Release, and the Exculpation provisions in Article VIII of the Plan. The injunction provisions are appropriately tailored to achieve those purposes.

5. *Preservation of Causes of Action.* Article IV.K of the Plan appropriately provides for the preservation by the Debtors of certain Causes of Action in accordance with section 1123(b) of the Bankruptcy Code. Causes of Action not released by the Debtors or exculpated under the Plan will be retained by the Reorganized Debtors as provided by the Plan, except for the Causes of Action that constitute Credit Bid Purchased Assets, which shall be transferred to BidCo in accordance with the Plan and the Credit Bid Purchase Agreement (but, in the case of the New Jersey Action, shall remain subject to the GUC Settlement, the GUC Commercial Tort Claim Share and the GUC Trust Agreement). The Plan is sufficiently specific with respect to the Causes of Action to be retained by the Debtors, and the Plan and Plan Supplement provide meaningful disclosure with respect to the potential Causes of Action that the Debtors may retain, and all parties in interest received adequate notice with respect to such retained Causes of Action. The provisions regarding Causes of Action in the Plan are appropriate and in the best interests of the Debtors, their respective Estates, and holders of Claims or Interests. For the avoidance of any doubt, Causes of Action released or exculpated under the Plan will not be retained by the Reorganized Debtors.
- i. *Section 1123(c) – Sales of Property.* These Chapter 11 Cases are not a case concerning an individual nor is the Plan proposed by an entity other than the Debtors. Therefore, section 1123(c) of the Bankruptcy Code is inapplicable here.
- j. *Section 1123(d) – Cure of Defaults.* Article V.D of the Plan provides for the satisfaction of Cure Amounts associated with each Executory Contract and Unexpired Lease to be assumed in accordance with section 365(b)(1) of the Bankruptcy Code. Any monetary defaults under each assumed Executory Contract or Unexpired Lease shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount on the Effective Date or as soon as reasonably practicable thereafter, with the amount and timing of payment of any such Cure dictated by the Debtors' ordinary course of business. Any dispute regarding Cure Amounts will be determined in accordance with the procedures set forth in Article V.D of the Plan, and applicable bankruptcy

and nonbankruptcy law. As such, the Plan complies with section 1123(d) of the Bankruptcy Code.

O. Compliance with Bankruptcy Code Sections 1129(a)(2)-(16). The Plan complies with sections 1129(a)(2)-(16) of the Bankruptcy Code as follows:

- a. *Section 1129(a)(2) – Debtor Compliance with Bankruptcy Code.* The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, and 1128, and Bankruptcy Rules 3017, 3018, and 301.
- b. *Section 1129(a)(3) – Proposal of Plan in Good Faith.* The Debtors have proposed the Plan in good faith, in accordance with the Bankruptcy Code requirements, and not by any means forbidden by law. In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances filing of these Chapter 11 Cases, including the Plan itself and the process leading to its formulation. The Debtors' good faith is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement, and the record of the Combined Hearing and other proceedings held in these Chapter 11 Cases. The Plan (including the Plan Supplement and all other documents necessary to effectuate the Plan) is the product of good faith, arm's-length negotiations by and among the Debtors, the Debtors' directors and officers and the Debtors' key stakeholders, including the Consenting Lenders, Sponsor and Committee, and each of their respective professionals. The Plan itself and the process leading to its formulation provide independent evidence of the Debtors' and such other parties' good faith, serve the public interest, and assure fair treatment of holders of Claims or Interests. Consistent with the overriding purpose of chapter 11, the Debtors Filed the Chapter 11 Cases with the belief that the Debtors were in need of reorganization and the Plan was negotiated and proposed with the intention of accomplishing a successful reorganization and maximizing stakeholder value, and for no ulterior purpose. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.
- c. *Section 1129(a)(4) – Payments are Reasonable.* Any payment made or to be made by the Debtors, or by a person issuing securities or acquiring property under the Plan, for services or costs and expenses in connection with these Chapter 11 Cases, or in connection with the Plan and incident to these Chapter 11 Cases, has been approved by, or is subject to the approval of, the Court as reasonable. Accordingly, the Plan satisfies the requirements of section 1129(a)(4).
- d. *Section 1129(a)(5) – Directors and Officers.* The Wind-Down Officer shall be appointed as the sole manager, and sole officer of each Reorganized Debtor, and shall succeed to the powers of the respective Reorganized Debtor's

managers, directors, officers, and members of any other governing bodies without any further action required on the part of the respective Reorganized Debtor, the members or any other equity holders of the respective Reorganized Debtor, or the officers, directors, managers, or governing body, as applicable, of the respective Reorganized Debtor, in each case in accordance with the Plan, Restructuring Support Agreement and Restructuring Steps Plan and the GUC Trust Agreement (as to the extent applicable). Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

- e. *Section 1129(a)(6) – Rate Changes.* The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and therefore will not require governmental regulatory approval. Therefore, section 1129(a)(6) of the Bankruptcy Code does not apply to the Plan.
- f. *Section 1129(a)(7) – Best Interests of Holders of Claims and Interests.* The liquidation analysis attached as Exhibit D to the Disclosure Statement and the other evidence in support of the Plan that was proffered or adduced at the Combined Hearing, and the facts and circumstances of the Chapter 11 Cases are (i) reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented or proffered; (ii) utilize reasonable and appropriate methodologies and assumptions; (iii) have not been controverted by other evidence; and (iv) establish that each holder of Allowed Claims or Interests in each Class will recover as much or more value under the Plan on account of such Claim or Interest, as of the Effective Date, than the amount such holder would receive if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code. As a result, the Debtors have demonstrated that the Plan is in the best interests of their creditors and equity holders and the requirements of section 1129(a)(7) of the Bankruptcy Code are satisfied.
- g. *Section 1129(a)(8) – Acceptance of Plan.* Class 6 voted to reject the Plan. However, the Plan is still confirmable under section 1129(b) of the Bankruptcy Code because, as described below, the Plan does not discriminate unfairly and is fair and equitable with respect to Class 6.
- h. *Section 1129(a)(9) – Treatment of Certain Claims.* The treatment of Administrative Expense Claims, Professional Fee Claims, Priority Tax Claims, and Restructuring Expenses under Article II of the Plan satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code. No Allowed Administrative Expense Claim can be asserted against, or an obligation of, BidCo unless such Allowed Administrative Expense Claim constitutes a Credit Bid Assumed Liability. On the Effective Date, the Debtors or the Reorganized Debtors, will have sufficient Cash to pay Allowed Administrative Expense Claims that do not constitute Credit Bid Assumed Liabilities. The Reorganized Debtors and Debtors are projected to

have no more than the amount of Cash set forth on the Wind-Down Budget on the Effective Date available to pay Allowed Administrative Expense Claims.

- i. *Section 1129(a)(10) – Impaired Voting Class.* As set forth in the Voting Declaration, Holders of Claims in Class 3 (First Lien Term Loan Claims), Class 4 (Second Lien Secured Claims), and Class 5 (Third Lien Term Loan Claims) unanimously voted to accept the Plan, as determined without including any acceptance of the Plan by any insider (as defined by the Bankruptcy Code), for each Debtor. As such, there is more than one Voting Class that has accepted the Plan. Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.
- j. *Section 1129(a)(11) – Feasibility of Plan.* The Plan satisfies section 1129(a)(11) of the Bankruptcy Code. The financial projections attached to the Disclosure Statement as Exhibit C and the other evidence supporting the Plan proffered or adduced by the Debtors at or before the Combined Hearing: (i) are reasonable, persuasive, credible, and accurate as of the dates such evidence was prepared, presented, or proffered; (ii) utilize reasonable and appropriate methodologies and assumptions; (iii) have not been controverted by other persuasive evidence; (iv) establish that the Plan is feasible and Confirmation of the Plan is not likely to be followed by liquidation or the need for further financial reorganization; (v) establish that the Debtors will have sufficient funds available to meet their obligations under the Plan and in the ordinary course of business—including sufficient amounts of Cash to reasonably ensure payment of Allowed Claims that will receive Cash distributions pursuant to the terms of the Plan and other Cash payments required under the Plan; and (vi) establish that the Debtors or the Reorganized Debtors, as applicable, will have the financial wherewithal to pay any Claims that accrue, become payable, or are allowed by Final Order following the Effective Date. Accordingly, the Plan satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.
- k. *Section 1129(a)(12) – Payment of Statutory Fees.* Article XII.D of the Plan provides that the Debtors or the Reorganized Debtors, as applicable, shall pay all fees payable pursuant to section 1930(a) of the Judicial Code and shall file monthly reports in a form reasonably acceptable to the U.S. Trustee until the applicable Debtor’s Chapter 11 Case is closed. Accordingly, the Plan satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.
- l. *Section 1129(a)(13) – Retiree Benefits.* Pursuant to section 1129(a)(13) of the Bankruptcy Code, and as provided in Article IV.D of the Plan, all retiree benefits (as such term is used in section 1114 of the Bankruptcy Code) on and after the Effective Date, if any, shall continue to be paid in accordance with applicable law. As a result, the requirements of section 1129(a)(13) of the Bankruptcy Code are satisfied.

- m. *Sections 1129(a)(14), (15), and (16) – Domestic Support Obligations, Individuals, and Nonprofits.* The Debtors do not owe any domestic support obligations, are not individuals, and are not nonprofit corporations. Therefore, sections 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to the Chapter 11 Cases.

P. Compliance with Bankruptcy Code Section 1129(b) – Confirmation of the Plan Over Non-Accepting Voting Class. The Plan does not unfairly discriminate between such Class and similarly situated Classes of Claims. Further, the Plan is fair and equitable with respect to the Class of Claims that rejected the Plan, as the Plan provides that no holder of any Claim or Interest that is junior to the Claims or Interests of such Classes will receive or retain any property under the Plan on account of such junior Claim or Interests. With respect to each Class that has voted or is deemed to reject the Plan, the requirements of section 1129(b) of the Bankruptcy Code have been satisfied, and the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code.

Q. Compliance with Bankruptcy Code 1129(c) – One Plan. Other than the Plan (including previous versions thereof), no other plan has been Filed in the Chapter 11 Cases. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code are satisfied.

R. Compliance with Bankruptcy Code Section 1129(d) – Principal Purpose of Plan. No Governmental Unit has requested that the Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. As evidenced by its terms, the principal purpose of the Plan is

not such avoidance. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code have been satisfied.

S. Compliance with Bankruptcy Code Section 1129(e) – Small Business Cases. The Chapter 11 Cases are not small business cases, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to the Chapter 11 Cases.

T. Satisfaction of Confirmation Requirements. Based upon the foregoing and all other pleadings and evidence proffered or adduced at or prior to the Combined Hearing, the Plan and the Debtors, as applicable, satisfy all the requirements for plan confirmation set forth in section 1129 of the Bankruptcy Code.

U. Implementation. All documents, agreements, and related transactions necessary to implement the Plan and the transactions contemplated by the Plan (including the Credit Bid Transaction and the GUC Settlement), including those contained or summarized in the Definitive Documents (including the Plan Supplement, the Restructuring Steps Plan, the GUC Trust Documents, and the Credit Bid Purchase Agreement), and related forms and documentation (including any commitment letters relating to exit financing and payments of any fees thereunder, have been negotiated in good faith and at arm's length, are in the best interests of the Debtors and their Estates, and shall, upon completion of documentation and execution, be valid, binding, and enforceable documents and agreements not in conflict with any federal, state, or local law.

V. Business Justification and Fiduciary Duties. The Debtors have demonstrated that entry into and consummation of the transactions contemplated by the Plan (including the Credit Bid Transaction and the GUC Settlement), including entry into the Definitive Documents (including the Credit Bid Purchase Agreement and the GUC Settlement) and related documents, constitute the exercise by the Debtors (including their respective directors, members,

managers, officers, employees, advisors, professionals, and agents) of sound business judgment in accordance with any applicable fiduciary duties, and such acts are in the best interests of the Debtors, their estates and creditors, and all other parties in interest. The Court further finds that the Debtors' evaluation and settlement of the claims resolved or released under the Plan, including those addressed in the GUC Settlement, were undertaken in good faith and after appropriate due diligence and consultation with advisors; and that such settlement is entirely fair, reasonable, in the best interests of the estates, and constitutes the exercise by the Debtors (including their respective directors, members, managers, officers, employees, advisors, professionals, and agents) of reasonable business judgment in accordance with any applicable fiduciary duties, and are integral to achieving the overall restructuring contemplated by the Plan.

W. Funding of Wind-Down Reserve and Professional Fee Escrow Account.

Regardless of whether the Effective Date occurs, sound business justification exists for the Debtors to fund, on the earlier of the Effective Date and the Credit Bid Transaction Closing, (i) the Wind-Down Reserve with the amounts set forth in the Wind-Down Budget and (ii) the Professional Fee Escrow Account as set forth in the Plan (to be held in trust for the benefit of the Debtors and their professionals and governed by a customary agreement governing such segregated account that is otherwise consistent). The funding of the Wind-Down Reserve and the Professional Fee Escrow Account will avoid a freefall shutdown of the Debtors' remaining estates and will be used for the sole purpose of providing funding of those professional fees and other costs necessary to implement an orderly and responsible wind-down of the Debtors' estates. The amounts to be

funded into the Wind-Down Reserve and Professional Fee Escrow is reasonable under the facts and circumstances of these chapter 11 cases.

X. Final Order; Immediate Effect. This Combined Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Combined Order, and, sufficient cause having been shown, waives any such stay, and expressly directs entry of judgment as set forth herein.

**Additional Findings of Fact and Conclusions of Law
Relating to Specifically to the Credit Bid Transaction**

Y. Bidding Procedures and Marketing of Assets. The Bidding Procedures were substantively and procedurally fair to all parties and all potential bidders and afforded notice and a full, fair and reasonable opportunity for any person to make a higher or otherwise better offer to purchase the Credit Bid Purchased Assets. The Debtors marketed the Debtors' assets and conducted the sale process with respect to the Credit Bid Purchased Assets without collusion and in accordance with the Bidding Procedures, the Bankruptcy Code and Bankruptcy Rules. The process conducted by the Debtors pursuant to the Bidding Procedures Order obtained the highest or otherwise best value for the Credit Bid Purchased Assets, and there was no other transaction available or presented that would have yielded a higher or better result for the Credit Bid Purchased Assets. Based upon the record of these proceedings, all creditors and other parties in interest and all prospective bidders have been afforded a reasonable and fair opportunity to bid for the Credit Bid Purchased Assets or file a Cure objection and/or an objection to the Credit Bid Transaction. The marketing and sale process undertaken by the Debtors and their professionals and each of their

respective agents and other representatives with respect to the Credit Bid Purchased Assets has been adequate and appropriate and reasonably calculated to maximize the value for the benefit of all of the Debtors' stakeholders in all respects.

Z. Service and publication of all notices related to the Credit Bid Transaction, including assumption notices with respect to Debtor contracts, was provided to all parties in interest in accordance with the Bidding Procedures and the Bankruptcy Code and Bankruptcy Rules, including those with alleged approval or consent right or benefiting from anti-assignment provision (including any provisions that purport to give termination rights to a contract counterparty on account of the sale, disposition, or transfer by the Debtors of the Debtors' or estates' property or assets) contained in any contract transferred or potentially transferred pursuant to the Credit Bid Purchase agreement with a reasonable and adequate opportunity to object to the assumption and/or assignment of, or the provision of adequate assurance of future performance with respect to, any such contract. All notices related to the Credit Bid Transaction were good, sufficient, and appropriate under the circumstances and reasonably calculated to reach and apprise all known and unknown holders of Liabilities & Encumbrances (as defined herein), and no other or further notice related to the Credit Bid Transaction, including the potential assumption and assignment of the Credit Bid Purchased Assets or the related Cure Amounts is, or shall be, required.

AA. Property of the Estate. The Credit Bid Purchased Assets are property of the Debtors' estates and title thereto is vested in the Debtors' estates.

BB. Highest or Otherwise Best Offer. As evidenced by the Singh Declaration, the amount offered by the BidCo Buyer in exchange for the Credit Bid Purchased Assets reflects the highest and best offer available for the Credit Bid Purchased Assets. The Debtors have

demonstrated that (i) the Credit Bid Transaction constitutes the highest or otherwise best offer for the Credit Bid Purchased Assets, (ii) the Credit Bid Purchase Agreement and the closing thereon presents the best opportunity to realize the maximum value of the Credit Bid Purchased Assets, and (iii) the Debtors' entry into the Credit Bid Purchase Agreement and consummation of the Credit Bid Transaction is a sound exercise of the Debtors' business judgment and is entirely fair.

CC. Reasonably Equivalent Value and Fair Consideration. The total consideration provided by the BidCo Buyer pursuant to the Credit Bid Purchase Agreement constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and any other applicable law, and may not be avoided under section 363(n) of the Bankruptcy Code or any other applicable law. The Credit Bid Purchase Agreement and the Credit Bid Transaction is not being consummated for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or any other applicable laws, such that, in each case, the Credit Bid Transaction is not subject to avoidance under section 363(n) of the Bankruptcy Code or any other applicable law. Neither the Debtors nor BidCo has entered into the Credit Bid Purchase Agreement or is consummating the Credit Bid Transaction with any fraudulent or otherwise improper purpose.

DD. Arm's-Length Sale and BidCo's Good Faith. The Credit Bid Purchase Agreement was negotiated and is undertaken by the Debtors, on the one hand, and BidCo, its affiliates, and representatives, on the other hand, at arm's length, without collusion or fraud, and in good faith within the meaning of section 363(m) of the Bankruptcy Code. Among other things, (i) BidCo recognized that the Debtors were free to deal with any other party interested in acquiring the Credit Bid Purchased Assets, (ii) BidCo complied with the Bidding Procedures Order in all respects, (iii) BidCo willingly subjected its bid to the competitive Bidding Procedures with respect

to the Credit Bid Purchased Assets, (iv) all of BidCo's representatives fully cooperated with the Debtors and the Debtors' professionals in all aspects of the marketing and sale process; and (v) no common identity of directors or controlling stockholders exists between BidCo, on the one hand, and the Debtors, on the other hand. All payments to be made by BidCo and other agreements or arrangements entered into by BidCo in connection with the Credit Bid Transaction have been disclosed, and neither BidCo nor its affiliates or representatives has violated section 363(n) of the Bankruptcy Code by any action or inaction. As a result of the foregoing, BidCo is a "good faith" purchaser within the meaning of section 363(m) of the Bankruptcy Code and is not an "insider" of any Debtor (as defined under section 101(31) of the Bankruptcy Code). BidCo is entitled to all of the rights, benefits, privileges, and protections afforded under section 363(m) of the Bankruptcy Code and any other applicable or similar bankruptcy and nonbankruptcy law, including in the event this Combined Order or any portion thereof is reversed or modified on appeal.

EE. BidCo Not an Insider. Neither BidCo nor any of its affiliates are a "successor" to, a mere continuation of, or alter ego of the Debtors or their estates, and there is no continuity of enterprise or common identity between BidCo and the Debtors. BidCo is not holding itself out to the public as a successor to or a continuation of the Debtors or their estates. BidCo is not a successor to any of the Debtors or their estates by reason of any theory of law or equity, and the Credit Bid Transaction does not amount to a consolidation, succession, merger, or de facto merger of BidCo and the Debtors. Immediately prior to the Credit Bid Transaction Closing, BidCo was not an "insider" or "affiliate" of the Debtors, as those terms are defined in the Bankruptcy Code.

FF. Free and Clear Transfer Required by BidCo. BidCo would not have entered into the Credit Bid Purchase Agreement and would not consummate the Credit Bid Transaction,

thus adversely affecting the Debtors, their estates, their creditors, their employees, and other parties in interest, if the sale of the Credit Bid Purchased Assets was not free and clear of the Liabilities & Encumbrances (other than the Credit Bid Assumed Liabilities and the Credit Bid Permitted Liens) or if BidCo would be liable for such Liabilities & Encumbrances. In closing the Credit Bid Transaction, BidCo shall be deemed to have materially relied on the terms in this Combined Order. The terms of this Combined Order and Credit Bid Purchase Agreement are integral to the Credit Bid Transaction and the Credit Bid Transaction Closing, and the Credit Bid Transaction Closing could not occur without the benefits and protections provided to BidCo under this Combined Order and the Credit Bid Purchase Agreement. The transfer of the Credit Bid Purchased Assets and consummation of the Credit Bid Transaction is a legal, valid, and effective transfer of all of the legal, equitable, and beneficial right, title, and interest in and to the Credit Bid Purchased Assets free and clear of the Liabilities & Encumbrances, except for Credit Bid Assumed Liabilities and Credit Bid Permitted Liens.

GG. Satisfaction of Section 363(f) Standards. The Debtors are authorized to sell the Credit Bid Purchased Assets to the BidCo Buyer free and clear of all Liabilities & Encumbrances, other than the Credit Bid Assumed Liabilities and Credit Bid Permitted Liens because, with respect to each creditor or other person or entity asserting any such Liabilities & Encumbrances, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Each creditor or other person or entity asserting any such Liabilities & Encumbrances in the Credit Bid Purchased Assets (i) has, subject to the terms and conditions of this Combined Order, consented to the Credit Bid Transaction or is deemed to have consented to the Credit Bid Transaction, (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Liabilities & Encumbrances, or (iii) otherwise falls within the

provisions of section 363(f) of the Bankruptcy Code. Holder or beneficiaries of Liabilities & Encumbrances who did not object to (or who ultimately withdrew their objections, if any, to the Credit Bid Transaction) or whose Liabilities & Encumbrances are satisfied in whole or in part by the Credit Bid Amount (as defined in the Credit Bid Purchase Agreement) are deemed to have consented to the Credit Bid Transaction pursuant to section 363(f)(2) of the Bankruptcy Code.

HH. No Successor Liability. Neither BidCo nor any of its affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and, other than with respect to the Credit Bid Assumed Liabilities, neither BidCo nor any of its affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates. Without limiting the generality of the foregoing, and except as otherwise expressly provided in the Credit Bid Purchase Agreement with respect to the Credit Bid Assumed Liabilities, neither BidCo nor any of its affiliates or representatives shall be liable for any claims against the Debtors or any of their predecessors, affiliates or representatives, and BidCo shall have no successor or vicarious liabilities of any kind or character, including, without limitation, under any theory of antitrust, successor or successor employer liability (including any obligations pursuant to COBRA) with respect to any employee benefit plan as defined in Section 3(3) of ERISA, environmental, successor, strict or transfer liability, labor law (including any WARN Act or relating to any labor unions or collective bargaining agreements), employment or benefits law, de facto merger, vicarious, alter ego, derivative, veil piercing, escheat, mere continuation, or substantial continuation, whether known or unknown as of the Credit Bid Transaction Closing, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether matured or unmatured, whether contingent or noncontingent, whether liquidated or unliquidated, whether arising prior to or subsequent to the Petition Date,

whether imposed by agreement, understanding, law, equity or otherwise, including, without limitation, liabilities on account of warranties, intercompany loans, receivables among the Debtors and their affiliates, environmental liabilities, and any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the cancellation of debt of the Debtors or their Affiliates, or in any way relating to the purchase or operation of any of the Credit Bid Purchased Assets prior to the Credit Bid Transaction Closing. BidCo is not, and the consummation of the Credit Bid Transaction will not render BidCo, a mere continuation, and BidCo is not holding itself out as a mere continuation, of any of the Debtors or their respective estates, enterprise, or operations, and there is no continuity or common identity between BidCo and the Debtors. Accordingly, the Credit Bid Transaction does not amount to a consolidation, merger, or de facto merger of BidCo with or into any of the Debtors or their estates and BidCo is not, and shall not be deemed to be, a successor to any of the Debtors or their estates as a result of the consummation of the Credit Bid Transaction. BidCo is not a Reorganized Debtor

II. Assets Assignable. Each and every provision of the documents governing the Credit Bid Purchased Assets or applicable non-bankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any of the Credit Bid Purchased Assets, if any, have been or will be satisfied or are otherwise unenforceable under sections 363 or 365 of the Bankruptcy Code, as applicable.

JJ. Assignment to BidCo Designee. In order to allow for the assumption and assignment of any Credit Bid Purchased Assets or Credit Bid Assumed Liabilities under the terms of the Credit Bid Purchase Agreement, BidCo shall have the right to direct the Debtors to assume and assign, prior to the applicable Designation Deadline (as defined in the Credit Bid Purchase Agreement), any Credit Bid Purchased Assets or Credit Bid Assumed Liabilities to one or more

BidCo designee (a “BidCo Designee”). In the event that BidCo designates any BidCo Designee to acquire any Credit Bid Purchased Assets or assume any Credit Bid Assumed Liabilities, unless the context requires otherwise, any reference to BidCo in this Combined Order or the Credit Bid Purchase Agreement shall be deemed to be a reference to BidCo and/or such BidCo Designee, as applicable.

ORDER

BASED ON THE FOREGOING FINDINGS OF FACT AND CONCLUSIONS OF LAW, IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. Final Approval of the Disclosure Statement. The Disclosure Statement is approved as having adequate information as contemplated by section 1125(a)(1) of the Bankruptcy Code. All objections, statements, joinders, information objections or reservations of rights in respect of the Disclosure Statement, if any, that have not been withdrawn, waived, settled, or otherwise resolved before the Combined Hearing are overruled; *provided* that any objections to Cure Amounts not otherwise overruled shall be resolved in accordance with the terms of the Plan and the Credit Bid Purchase Agreement.

2. Confirmation of the Plan. The Plan attached to this Combined Order as Exhibit A satisfies or complies with all applicable provisions of sections 1122, 1123, 1125, 1126, and 1129 of the Bankruptcy Code and is confirmed pursuant to section 1129 of the Bankruptcy Code. The terms of the Plan, including the Plan Supplement, are incorporated by reference into, and are an integral part of, this Combined Order.

3. Conditions to Effective Date. The Plan shall not become effective unless and until the conditions set forth in Article IX.A of the Plan have been satisfied or waived pursuant to Article IX.B of the Plan.

4. Approval of Plan Supplement. The Combined Order approves the Plan Supplement, including the documents contained therein, as they may be amended through and in accordance with and as permitted by the Plan, the RSA, the Bankruptcy Code, and the Bankruptcy Rules, including, but not limited to, any consent or approval rights set forth therein.

5. Approval of Credit Bid Transaction. Pursuant to sections 105, 363, 365, 1123, 1129 and 1141 of the Bankruptcy Code, the Credit Bid Transaction is approved in its entirety, and the Credit Bid Purchase Agreement (including, without limitation, the Wind-Down Budget), as it may be amended through and in accordance with and as permitted by the Credit Bid Purchase Agreement, the RSA, the Bankruptcy Code, and the Bankruptcy Rules, including, but not limited to, any consent or approval rights set forth therein, is hereby approved.

6. Definitive Documents. Notwithstanding anything in this Combined Order or the Plan, nothing in this Combined Order or the Plan shall affect parties' rights to terminate the Definitive Documents in accordance with their terms, without further notice to or order of the Bankruptcy Court. The Debtors and the Reorganized Debtors (as applicable) are authorized to take all actions required at any time, appropriate or desirable to enter into, implement, and consummate the contracts, instruments, releases, agreements, or other documents created or executed in connection with the Definitive Documents and the Restructuring Transactions, and all other relevant and necessary or desirable documents without the need for any approvals, authorization, or consents, except for those expressly required pursuant to the Plan and applicable law.

7. Approval of GUC Settlement. Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, the GUC Settlement is approved in its entirety, including as it

relates to the treatment of General Unsecured Claims under the Plan and the establishment of the GUC Trust.

8. GUC Trust. On the Effective Date, (a) the GUC Trust shall be formed and established pursuant to the Plan and the GUC Trust Documents and become effective and administered in accordance with the terms of the Plan and the GUC Trust Documents, (b) the GUC Trustee shall be vested with the rights and powers set forth in the Plan and the GUC Trust Documents, and (c) the Debtors shall be deemed to transfer to the GUC Trust all of their rights, title, and interest in and to all of (i) the GUC Cash Pool and (ii) GUC Commercial Tort Claim Share, in each case free and clear of all Liens, charges, Claims, encumbrances, and interests, in accordance with section 1141 of the Bankruptcy Code. The Committee is authorized to appoint the GUC Trustee in accordance with the Plan, and the appointment of the GUC Trustee is hereby approved. The Debtors, the Reorganized Debtors, BidCo and the GUC Trustee are hereby authorized to execute, deliver, implement and perform under the GUC Trust Agreement (and the other GUC Trust Documents, as applicable), and the GUC Trust Agreement, together with all other GUC Trust Documents, are hereby approved. The transfer of GUC Trust Assets to the GUC Trust shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. The GUC Trustee shall be the exclusive administrator of the assets of the GUC Trust for purposes of 31 U.S.C. § 3713(b) and section 6012(b)(3) of the IRC, as well as the representatives of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, solely for purposes of carrying out the GUC Trustee's duties under the GUC Trust Agreement. The GUC Trust shall be administered by the GUC Trustee in accordance with the Plan and the GUC Trust Documents. Pursuant to the Plan and the GUC Trust Documents, the Reorganized Debtors and BidCo shall reasonably cooperate with the GUC Trust, the GUC Trustee

and their agents and representatives in the administration of the GUC Trust. Notwithstanding anything contained herein, the Plan, the Credit Bid Purchase Agreement or the GUC Trust Documents to the contrary, (a) the Committee, at any time on or prior to the Effective Date, in its sole and absolute discretion, and without the need for any further notice to any Person, hearing or order of the Court, and (b) the GUC Trustee, at any time after the Effective Date, solely in accordance with the terms of the GUC Trust Agreement, may allocate an amount of Cash from the GUC Cash Pool and/or the GUC Commercial Tort Claim Share and/or any proceeds thereof to fund all or a portion of the fees and expenses of administering the GUC Trust.

9. Binding Effect. The terms of the Plan and the Restructuring Transactions (and any documents related or ancillary thereto, including, for the avoidance of doubt, the documents and instruments contained in the Plan Supplement) shall be immediately effective and enforceable and not subject to avoidance or other challenge, legal or otherwise, and deemed binding on the Debtors, the Reorganized Debtors, any and all holders of Claims or Interests (irrespective of whether holders of such Claims or Interests have, or are deemed to have, accepted the Plan and whether such claims are known or unknown, including, but not limited to all contract counterparties, borrowers, and leaseholders), any trustees, examiners, administrators, responsible officers, estate representatives, or similar entities for the Debtors, if any, subsequently appointed in any of the Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Chapter 11 Cases, all Entities that are parties to or subject to the settlements, compromises, releases, discharges, and injunctions contained in the Plan, each Entity acquiring property under the Plan, any and all non-Debtor parties to Executory Contracts and Unexpired Leases, and each of their respective affiliates, successors, and assigns, as of the Effective Date. The Debtors reserve the right to alter, amend, update, or modify the applicable Definitive

Documents prior to the Effective Date, subject to the applicable consent rights set forth in the Plan, the RSA, and/or the GUC Settlement.

10. Incorporation by Reference. The terms and provisions of the Plan, the Plan Supplement, and the Credit Bid Purchase Agreement are incorporated by reference and are an integral part of this Combined Order. The terms of the Plan, the Plan Supplement, the Credit Bid Purchase Agreement, all exhibits to the foregoing, this Combined Order, and all other relevant and necessary documents shall, on and after the Effective Date, be binding in all respects upon, and shall inure to the benefit of, the Debtors, their Estates and their creditors, and their respective successors and assigns, non-debtor affiliates, any affected third parties, all Holders of Claims or Interests, whether known or unknown, against the Debtors, including, but not limited to all contract counterparties, leaseholders, governmental units, and any trustees, examiners, administrators, responsible officers, estate representatives, or similar Entities for the Debtors, if any, subsequently appointed in any of these Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Chapter 11 Cases, and each of their respective affiliates, successors, and assigns.

11. Objections. All objections to, statements, joinders, informal objections or reservations of rights in respect of the Disclosure Statement, the Plan, or the Credit Bid Transaction that have not been withdrawn, waived, settled, or otherwise resolved before the Combined Hearing are overruled on the merits and denied. Unless otherwise ordered by the Court, on the Effective Date, the *Motion of the Official Committee of Unsecured Creditors for Entry of an Order Granting Standing and Authorizing the Prosecution of Certain Claims on Behalf of the Bankruptcy Estates* [Docket No. 381] (the “Standing Motion”) and the proposed complaint and causes of action filed contemporaneously with the Standing Motion shall be deemed automatically withdrawn by the Committee and otherwise voluntarily dismissed with prejudice.

12. Governmental Approvals Not Required. To the fullest extent permitted by law, (i) this Combined Order shall constitute all approvals and consents that are or may be required by the laws, rules, or regulations of any state or any other governmental authority with respect to the dissemination, implementation and consummation of the Plan, the Credit Bid Transaction, the other Definitive Documents and any other act referred to in, or contemplated by, the Plan, the Credit Bid Purchase Agreement or other Definitive Documents or that may be necessary or appropriate for the implementation or consummation of the Plan, the Credit Bid Transaction, or the other Plan Documents, and (ii) each and every federal, state, and governmental agency or department, and any other person or entity, is hereby directed to accept any and all documents and instruments in connection with or necessary to consummate the Plan, the Credit Bid Transaction, the other Definitive Documents and any other act referred to in, or contemplated by, the Plan, the Credit Bid Purchase Agreement or other Definitive Documents.

13. Releases, Injunction, Exculpation, and Related Provisions Under the Plan. All release, exculpation, and discharge provisions embodied in the Plan, the Credit Bid Purchase Agreement, or this Combined Order, including those contained in Article VIII.A-F of the Plan, are hereby approved in their entirety and shall be effective and binding on all Persons and Entities, to the extent provided in the Plan, the Credit Bid Purchase Agreement, or this Combined Order without further order or action by this Bankruptcy Court. Notwithstanding anything in the Plan or this Combined Order to the contrary, the State of Tennessee, the State of Ohio, the Attorney General's Office for the State of Oklahoma, and the State of Vermont shall be deemed to have opted out of the releases contained in the Plan, and shall not be deemed a Released Party or Releasing Party under the Plan. For the avoidance of doubt, for purposes of the definition of Released Party under the Plan, Related Parties shall include any financial advisors, attorneys,

accountants, investment bankers, actuaries, consultants, representatives, and other professionals of any Released Party, in each case in their capacity as such (and the Plan shall hereby be deemed modified as such).

14. Preservation of Rights of Actions. Except as otherwise provided in the Plan, the Credit Bid Purchase Agreement, or in any contract, instrument, release or other agreement entered into or delivered in connection with the Plan, in accordance with section 1123(b)(3) of the Bankruptcy Code, the Reorganized Debtors shall have vested in them as of the Effective Date, and the Reorganized Debtors shall retain and may enforce, any claims, demands, rights, defenses and Causes of Action that the Debtors or the Estates may hold against any Entity, other than any Cause of Action released by the Debtors pursuant to the releases contained in the Plan. Subject to the Credit Bid Purchase Agreement, each Reorganized Debtor or its successor may pursue such retained claims, demands, rights, defenses or causes of action, as appropriate, and may settle such claims after the Effective Date without notice to parties in interest or approval of this Court.

15. Post-Confirmation Notices. In accordance with Bankruptcy Rules 2002 and 3020(c), no later than ten days after the Effective Date, the Reorganized Debtors shall cause notice of Confirmation and occurrence of the Effective Date (the “Notice of Confirmation”) to be served by United States mail, first-class postage prepaid, by hand, or by overnight courier service to all parties served with the Combined Hearing Notice. The Notice of Confirmation will have the effect of an order of the Court, will constitute sufficient notice of the entry of this Combined Order to filing and recording officers, and will be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law. Mailing of the Notice of Confirmation in the time and manner set forth in this paragraph will be good, adequate, and sufficient notice under the

particular circumstances and in accordance with the requirements of Bankruptcy Rules 2002 and 3020(c). No further notice is necessary.

16. Professional Compensation. All Professionals seeking approval by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date under sections 327, 328, 330, 331, or 503(b)(2) of the Bankruptcy Code shall file, on or before the date that is forty-five (45) calendar days after the Effective Date, their respective applications (collectively, the “Final Fee Applications”) for final allowances of compensation for services rendered, and reimbursement of expenses incurred between the Petition Date and the Effective Date. Any objection to any Final Fee Application must be Filed with this Court no later than 4:00 p.m. (Central Time) on the date that is twenty-one (21) calendar days after the filing of the applicable Final Fee Application.

17. Administrative Claims Bar Date. Except as otherwise provided in the Plan, requests for payment of Administrative Claims must be Filed no later than the Administrative Claims Bar Date. Holders of Administrative Claims that are required to file and serve a request for such payment of such Administrative Claims that do not file and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Reorganized Debtors or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Reorganized Debtors or any action by the Court.

18. Notice of Subsequent Pleadings. Except as otherwise provided in the Plan or in this Combined Order, notice of all subsequent pleadings in the Chapter 11 Cases after the Effective Date will be limited to the U.S. Trustee and any party known to be directly affected by the relief sought by such pleadings.

19. Retention of Jurisdiction. This Court retains jurisdiction over all matters arising out of or related to the Chapter 11 Cases and the Plan, including the matters set forth in Article XI of the Plan.

20. Reporting. After the Effective Date, the Debtors or Reorganized Debtors, as applicable, shall have no obligation to file with the Court or serve on any parties reports that the Debtors or Reorganized Debtors, as applicable, were obligated to file under the Bankruptcy Code or a Court order, including, without limitation, monthly operating reports (even for those periods for which a monthly operating report was not Filed before the Effective Date), ordinary course professional reports, and monthly or quarterly reports for Professionals; *provided, however*, that the Debtors or Reorganized Debtors, as applicable, will comply with the U.S. Trustee's quarterly reporting requirements. From Confirmation through the Effective Date, the Debtors will file such reports as are required under the Bankruptcy Local Rules.

21. Effectiveness of All Actions. Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan, including all actions pursuant to, in accordance with, or in connection with the other Definitive Documents, shall be effective on, before, or after the Effective Date pursuant to this Combined Order, without further application to, or order of the Court, or further action by the Debtors and/or the Reorganized Debtors and their respective directors, officers, members, or stockholders, and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members, or stockholders.

22. Plan and Credit Bid Transaction Implementation Authorization. The Debtors or the Reorganized Debtors, as the case may be, and, to the extent necessary, third parties including the Agents (including each of their respective successors and assigns), and their respective directors, officers, members, agents, and attorneys, financial advisors, and investment

bankers are (irrespective of any existing contractual requirements to obtain instructions binding on such parties) authorized, empowered and directed from and after the date hereof to negotiate, execute, issue, deliver, implement, file, or record any contract, instrument, release, or other agreement or document related to the Plan (including the GUC Settlement) or Credit Bid Transaction, and to effectuate any transaction contemplated thereby including the Definitive Documents or any document related or ancillary thereto (including any commitment letters in respect of any exit financing), each according to their terms, as the same may be modified, amended and supplemented from time to time, and to take any action necessary or appropriate to implement, effectuate, consummate, or further evidence the Plan (including the GUC Settlement) or Credit Bid Transaction in accordance with its terms (including payments of any fees under any commitment letters in respect of any exit financing), or take any or all steps or corporate actions authorized to be taken pursuant to the Plan (including the GUC Settlement) or Credit Bid Transaction whether or not specifically referred to in the Plan (including the GUC Settlement) or Credit Bid Transaction or any exhibit thereto, without further order of the Court.

23. To the extent applicable, any or all such documents shall be accepted upon presentment by each of the respective state filing offices and recorded in accordance with the applicable law and shall become effective in accordance with their terms and the provisions of applicable law. No action of the Debtors' boards of directors or the Reorganized Debtors' boards of directors will be required to authorize the Debtors or Reorganized Debtors, as applicable, to enter into, execute and deliver, adopt or amend, as the case may be, any such contract, instrument, release, or other agreement or document related to the Plan (including the GUC Settlement) or Credit Bid Transaction, and following the Effective Date (or, if different, the Credit Bid Transaction Closing), each such document will be a legal, valid, and binding obligation of the

Debtors, Reorganized Debtors, or BidCo, as applicable, and enforceable against the Debtors, the Reorganized Debtors, or BidCo in accordance with the respective terms thereof.

24. The Debtors are also authorized from and after the date hereof to negotiate, execute, issue, deliver, implement, file, or record any contract, instrument, release, or other agreement or document, or take any action necessary or appropriate to implement the transactions set forth in the Restructuring Steps Plan, including, among other things, any merger, transfer, liquidation, or consolidation of any of the Debtors or their non-Debtor subsidiaries.

25. Restructuring Transactions. Subject to the terms of the Plan and the other Definitive Documents, from and after the date hereof, the Debtors or the Reorganized Debtors, as applicable, and, to the extent necessary, third parties including the Agents (including each of their respective successors and assigns) are authorized, empowered and directed to take all actions as may be necessary or appropriate to effect any Restructuring Transactions (including the Credit Bid Transaction and the GUC Settlement), including: (i) the execution and delivery of appropriate agreements, including the Definitive Documents, or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (iii) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, dissolution, or other organizational documents pursuant to applicable non-bankruptcy law; and (iv)

all other actions that the applicable Entities determine to be necessary, including making filings or recordings that may be required by applicable law in connection with the Plan. However, for the avoidance of doubt, such conditions set forth in Article IX.A of the Plan or any Definitive Document, as applicable, shall be satisfied or waived in accordance with, and pursuant to, Article IX.B of the Plan or the terms of the applicable Definitive Document, as applicable, and any Plan modification, revocation or withdrawal can only be completed in accordance with Article X of the Plan.

26. Restructuring Expenses. The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date (or, with respect to necessary post-Effective Date activities, after the Effective Date), shall, to the extent not previously paid during the course of the Chapter 11 Cases, be paid in full in Cash on the Effective Date (or, if incurred after the Effective Date, as soon as reasonably practicable thereafter) in accordance with, and subject to, the terms of the orders of the Bankruptcy Court, engagement letters, and Restructuring Term Sheet, Credit Bid Purchase Agreement, as applicable, without any requirement (i) to File a fee application with the Bankruptcy Court, (ii) for Bankruptcy Court review or approval, and/or (iii) submission to any party of itemized time detail. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least two (2) Business Days before the anticipated Effective Date; *provided, however*, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. From and after the Petition Date, the Debtors and the Reorganized Debtors, as applicable, shall pay, when due and payable pursuant to the Restructuring Term Sheet, Credit Bid Purchase Agreement, and otherwise in the ordinary course, the Restructuring Expenses whether incurred before, on, or after the Effective Date. On or prior to the Effective Date, or as

soon as practicable thereafter, final invoices for all Restructuring Expenses incurred prior to and unpaid as of the Effective Date shall be submitted to the Debtors and shall be paid, or caused to be paid, by the Reorganized Debtors within ten (10) Business Days of receipt of the applicable final invoice.

27. Continued Corporate Existence and Vesting of Assets in the Reorganized Debtors. Except as otherwise provided in the Plan, the Credit Bid Purchase Agreement, the other Definitive Documents, or any other agreement, instrument, or other document incorporated in the Plan, each of the Debtors will, as a Reorganized Debtor, continue to exist after the Effective Date as a separate legal entity, with all of the powers of such legal entity under applicable law and without prejudice to any right to alter or terminate such existence (whether by merger, conversion, dissolution or otherwise) under applicable law, and on the Effective Date, all property of the Estate of a Debtor, and any property acquired by a Debtor, Reorganized Debtor, or BidCo under the Plan or Credit Bid Purchase Agreement, will vest in the applicable Reorganized Debtors or BidCo, as applicable, free and clear of all Claims, Liens, charges, other Liabilities & Encumbrances, Interests and other interests.

28. On and after the Effective Date, each Reorganized Debtor may operate its business and may use, acquire and dispose of property and compromise or settle any claims without supervision or approval by this Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan, the Credit Bid Purchase Agreement, the other Definitive Documents, or this Combined Order.

29. Directors and Officers of Reorganized Debtors. As of the Effective Date, the terms of the current members of the board of directors or board of managers, as applicable, of each of the Debtors shall expire, and the new directors and officers of the Reorganized Debtors

and BidCo shall be appointed. Except to the extent that a current member of the board of directors or board managers, as applicable of a Debtor is designated to serve as a director, manager, or sole manager of a Reorganized Debtor, the current members of the board of directors or board of managers, as applicable, of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the respective Debtor on or after the Effective Date, and each such director shall be deemed to have resigned or shall otherwise cease to be a manager or director of the respective Debtor on the Effective Date. Each of the directors, managers, sole managers and officers of each of the Reorganized Debtors and BidCo shall serve pursuant to the terms of the applicable governance documents for such entity and may be designated, replaced, or removed in accordance with such governance documents for such entity.

30. Release of Liens. Except as otherwise provided in or pursuant to the Plan, this Combined Order, the Credit Bid Purchase Agreement, the other Definitive Documents (including with respect to Unimpaired Claims), or any other contract, instrument, release, or other agreement or document created pursuant to the Plan or the Credit Bid Purchase Agreement, on the Effective Date and concurrently with the applicable Distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns, other than, for the avoidance of doubt, the Liens and security interests granted pursuant to, or in connection with, the Definitive Documents. Any Holder of Secured Claims (and the Agents for such Holder, if applicable) shall be authorized and directed to release any collateral or other property of any Debtor (including any cash collateral and possessory collateral) held by such Holder (and the Agents for such Holder, if applicable), and

to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Lien, including the execution, delivery, and filing or recording of such releases. The presentation or filing of this Combined Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

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

32. Zions. Notwithstanding anything to the contrary in the Plan, this Combined Order, the Plan Supplement, or other document filed in these Chapter 11 Cases in connection with the Plan, all rights of Zions Bancorporation, N.A. (“Zions”) with respect to Civil Action No. 17-cv-05552 (CCC-JSA), *LifeScan, Inc. v. Jeffrey C. Smith, et al.*, in the United States District Court for the District of New Jersey (the “New Jersey District Court Action”) are preserved. For the avoidance of doubt, Zions has opted out of the Third-Party Releases contained in Article VIII.D of the Plan, the New Jersey District Court Action is exempt from the Injunction provision contained in Article VIII and Zions is permitted to continue to prosecute its claims and defenses against LifeScan, Inc. in the New Jersey District Court Action to final judgment (including, without limitation, any appeals therefrom) including, for the avoidance of doubt, to fix the amount of Zions’ claims by way of contribution, offsetting pursuant to common law and/or 11 U.S.C. § 553, recoupment or otherwise. For further avoidance of doubt, regardless of the outcome of the

New Jersey District Court Action, including any appeals therefrom, Zions shall not seek an affirmative recovery from the Debtors' estates after netting (by way of contribution, offsetting pursuant to common law and/or 11 U.S.C. § 553, recoupment or otherwise) any amounts that may be adjudicated in the New Jersey District Court Action to be due and owing between LifeScan, Inc. and Zions.

33. AmerisourceBergen, Cardinal Health, and McKesson Corporation. AmerisourceBergen Corporation and affiliates ("ABDC"), McKesson Corporation and affiliates ("McKesson"), and Cardinal Health and affiliates ("Cardinal" and collectively with ABDC and McKesson, the "Wholesalers") and the Debtors are parties to certain agreements (collectively, the "Wholesaler Agreements"). NDC Health Corporation d/b/a RelayHealth ("Relay Health"), which is a McKesson Corporation subsidiary and the Debtors are parties to certain copay agreements (the "RelayHealth Copay Agreements"). Notwithstanding anything to the contrary in the Plan or this Combined Order (i) the Debtors shall assume and assign the Wholesaler Agreement and the RelayHealth Copay Agreements in their entirety and (ii) the debtors shall cure all obligations under the Wholesale Agreements and the RelayHealth Copay Agreements. BidCo intends to continue performance under Wholesaler Agreements and the RelayHealth Copay Agreements in the ordinary course. Nothing in this Combined Order or the Plan shall preclude either party to the Wholesaler Agreements or the RelayHealth Copay Agreements from enforcing their respective rights under the terms and provisions of those agreements or applicable law, including the Wholesalers's and RelayHealth's right of setoff and recoupment, which rights are expressly preserved. Notwithstanding the foregoing, or any other provision of this Combined Order or any asset purchase agreement to the contrary, (a) the *Order Authorizing Debtors to Honor Certain Prepetition Obligations to Customers and to Continue Customer Programs* [Doc. No. 133] shall

remain in full force and effect in all respects; (b) the transfer of accounts receivable to BidCo Buyer shall not be free and clear of, and shall not affect, diminish, or impede in any respect, any claims or defenses based on setoff, deduction, recoupment or netting, or other affirmative defenses, pursuant to the terms of any agreements giving rise to such accounts receivable and applicable law, with respect to the mutual claims of indebtedness between any of the Wholesalers or RelayHealth, on the one hand, and the Debtors or BidCo Buyer on the other; (c) the rights of the Wholesalers and RelayHealth to exercise setoffs, deduction, and netting are expressly permitted and preserved, pursuant to section 553(a) of the Bankruptcy Code; and (d) causes of action, claims, or receivables asserted by the Debtors against Wholesalers and RelayHealth shall not be sold to BidCo Buyer free and clear of Wholesalers' and RelayHealth's rights and defenses, including, without limitation, all return, refund, rebate, chargeback, and credit rights under such contracts.

34. Express Scripts, Inc. Notwithstanding anything to the contrary in the Plan or this Order, and subject to the Debtors satisfying the requirements of Bankruptcy Code section 365, including cure and adequate assurance, with respect to ESI: (i) the Employer Group Pharmacy Benefit Management Agreement dated January 1, 2022 (and any amendments thereto, the "ESI Agreement") shall be assumed by the Debtors, effective upon entry of this Order; (ii) the Debtors may assign the ESI Agreement to the Buyer on or before the Closing Date; and (iii) the "cure amount" under the ESI Agreement is as required pursuant to Bankruptcy Code §365(b)(the "ESI Cure Amount"). The Debtors assert the ESI Cure Amount equals \$0, ESI disagrees and reserves all rights to assert an increase to the ESI Cure Amount no later than ten (10) business days of the filing of a Notice of the Effective Date, and the Debtors reserve all rights to contest any such increase to the ESI Cure Amount. If, following good faith negotiations, a resolution between ESI

and the Debtors cannot be reached, the ESI Cure Amount shall be determined by the Court, after notice and the presentation of evidence before the Court on a date to be determined.

35. RCF Agents. Notwithstanding anything in the Plan or this Combined Order to the contrary, no Affiliate nor any separate trading desk, fund, account, branch, business group and/or unit of the Agents shall be deemed to be a “Related Party” of the Agents for all purposes under the Plan and this Combined Order, and only those Entities who the Agents have legal authority to bind shall be considered a “Related Party” of the Agents.

36. Cancellation of Existing Securities and Agreements. Except as otherwise provided in the Plan, Restructuring Steps Plan, this Combined Order, the Credit Bid Purchase Agreement, any agreement, instrument or other document entered into in connection with or pursuant to the Plan, the Restructuring Support Agreement, or the Restructuring Term Sheet, on the Effective Date, all credit agreements, security agreements, intercreditor agreements, notes, instruments, Certificates, and other documents evidencing Claims or Interests shall be cancelled and the obligations of the Debtors or the Reorganized Debtors thereunder or in any way related thereto shall be discharged and deemed satisfied in full, and the Agents shall be automatically and fully discharged and released of all of their duties and obligations thereunder except as may be necessary to effectuate the terms of this Plan, including, but not limited to, the purposes listed in subsections (i) through (ix) hereof; *provided, that*, notwithstanding Confirmation or the occurrence of the Effective Date, any such document that governs the rights or obligations of the Holder of a Claim or Interest shall continue in effect solely for purposes of (i) enabling Holders of Allowed Claims and Allowed Interests to receive Distributions under the Plan as provided herein; (ii) preserving, governing, exercising and enforcing any contractual rights and obligations among the Agents and the lenders or Holders party thereto (including, without limitation, compensation,

indemnification, contribution, expense reimbursement, and Distribution provisions); (iii) preserving any rights of the Agents thereunder to maintain, exercise, and enforce any applicable rights of indemnity, compensation, reimbursement, contribution, or subrogation or any other claim or entitlement, in each case solely as against any money or property distributable to the applicable Holders under this Plan; (iv) permitting and preserving the rights of each Agent to perform any functions that are necessary to effectuate the immediately foregoing, including appearing and being heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, including, but not limited to, enforcing any obligations owed to the Agents or Holders of such Claims or Interests; (v) facilitating the entry into the New Revolving Facility and the New Revolving Facility Documents; (vi) facilitating the entry into the New First Lien Term Loan Facility and the New First Lien Term Loan Facility Documents; (vii) facilitating the entry into the New ICA; (viii) facilitating the entry into the New Governance Documents; and (ix) furthering any other purpose as set forth in the Restructuring Support Agreement and the Restructuring Term Sheet.

37. Certain Securities Law Matters. Pursuant to section 1145 of the Bankruptcy Code, to the maximum extent permitted by law, the offering, issuance, and distribution of the BidCo Equity in respect of eligible Allowed Claims pursuant to the Plan shall be exempt from, among other things, the registration and/or prospectus delivery requirements of section 5 of the Securities Act and any other applicable federal, state, local or other law requiring registration and/or delivery of prospectuses prior to the offering, issuance, distribution, or sale of Securities. Such BidCo Equity, (a) will not constitute “restricted securities” as defined in rule 144(a)(3) under the Securities Act and (b) will be freely tradable and transferable in the United States by each recipient thereof that (i) is an entity that is not an “underwriter” as defined in section 1145(b)(1)

of the Bankruptcy Code; (ii) is not an “affiliate” of the Debtors as defined in Rule 144(a)(1) under the Securities Act; (iii) has not been such an “affiliate” within 90 days of the time of the transfer; and (iv) has not acquired such securities from an “affiliate” within one year of the time of transfer. Notwithstanding the foregoing, such BidCo Equity shall remain subject to compliance with applicable securities laws and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such BidCo Equity and subject to any restrictions in the New Governance Documents. To the extent the issuance under section 1145 of the Bankruptcy Code is not available, the BidCo Equity will be issued without registration under the Securities Act in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder or Regulation S promulgated thereunder. To the extent issued in reliance on section 4(a)(2) of the Securities Act or Regulation D thereunder or Regulation S promulgated thereunder, such BidCo Equity will be “restricted securities” subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration under the Securities Act and other applicable Law and subject to any restrictions in the New Governance Documents. In addition, pursuant to section 1145 of the Bankruptcy Code, to the maximum extent permitted by law, the offering, issuance, and distribution of the GUC Trust Interests pursuant to the Plan and the GUC Trust Agreement shall be exempt from, among other things, the registration and/or prospectus delivery requirements of section 5 of the Securities Act and any other applicable federal, state, local or other law requiring registration and/or delivery of prospectuses prior to the offering, issuance, distribution, or sale of Securities

38. First Day Relief. Notwithstanding anything contained in this Combined Order, the relief granted pursuant to the First Day Orders shall remain in full force and effect in accordance with their terms. For the avoidance of doubt, nothing in the Combined Order shall be

deemed to modify or alter in any manner the releases provided for in Section 20 of the Final Cash Collateral Order.

39. Section 1146 Exemption. To the fullest extent permitted by section 1146(a) of the Bankruptcy Code and applicable law, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (i) the issuance, distribution, transfer, or exchange of any debt or equity Security, or of other interest in the Debtors or the Reorganized Debtors; (ii) the Restructuring Transactions; (iii) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (iv) the making, assignment, or recording of any lease or sublease; or (v) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, personal property transfer tax, sales or use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment. The appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146 of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and

shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

40. Nonseverability of Plan Provisions upon Confirmation. Notwithstanding the possible applicability of Bankruptcy Rules 6004(g), 7062, 9014, or otherwise, the terms and conditions of this Combined Order shall be effective and enforceable immediately upon its entry. Each term and provision of the Plan, and the transactions related thereto as it heretofore may have been altered or interpreted by the Court is: (i) valid and enforceable pursuant to its terms; (ii) integral to the Plan and may not be deleted or modified except as provided by the Plan or this Combined Order; and (iii) nonseverable and mutually dependent.

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

42. Authority to Consummate. The Debtors are authorized to consummate the Plan (including the GUC Settlement), including the Restructuring Transactions and the Credit Bid Transaction contemplated by the Plan, the Restructuring Steps Plan, and the other Definitive Documents, at any time after the entry of this Combined Order. The substantial consummation of the Plan, within the meaning of sections 1101(2) and 1127 of the Bankruptcy Code, is deemed to occur on the first date, on or after the Effective Date, on which distributions are made in accordance with the terms of the Plan to holders of any Allowed Claims or Interests (as applicable).

43. Assumption and Cure of Executory Contracts and Unexpired Leases. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan (including the procedures regarding the resolution of any and all disputes concerning the assumption or rejection, as applicable, of such Executory Contracts and Unexpired Leases) shall be, and hereby are, approved in their entirety. For the avoidance of doubt, on the Effective Date, except as otherwise provided in the Plan or Credit Bid Purchase Agreement, all Executory Contracts or Unexpired Leases will be deemed assumed in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than (i) those that are identified on the Rejected Executory Contract and Unexpired Lease List; (ii) those that have been previously rejected by a Final Order (including the Rebate Agreements Rejection Orders); (iii) those that are the subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Effective Date; or (iv) those that are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date; *provided* that the Debtors or the Reorganized Debtors, as applicable, retain the right to alter, amend, modify or supplement the Rejected Executory Contract and Unexpired Lease List, including by way of adding or removing a particular Executory Contract or Unexpired Lease from the Rejected Executory Contract and Unexpired Lease List at any time through and including the Effective Date (which updated list(s) shall be Filed as part of an amended Plan Supplement, with counterparties to any Executory Contracts or Unexpired Leases added to the Assumed Executory Contracts or Unexpired Leases List having until 14 days after service of the amended list to object to the proposed assumption or Cure Amount, and with counterparties to any Executory Contracts or Unexpired Leases added to the Rejected Executory Contracts or Unexpired List having until 30 days after the Effective Date to File any Proofs of Claim with

respect to Claims arising from such rejection); *provided, further*, that the Rejected Executory Contract and Unexpired Lease List shall at all times be acceptable to the Required Consenting Lenders, and the Debtors or the Reorganized Debtors, as applicable, shall not seek to assume or reject Executory Contracts and Unexpired Leases, except with the prior written consent (which may be provided through electronic mail) of the Required Consenting Lenders.

44. Flextronics. Flextronics Medical Sales and Marketing, Ltd. (“Flex”) and LifeScan Global Corporation (“LSGC”) are parties to that certain Manufacturing Supply Agreement dated October 25, 2019, and effective April 1, 2019 (as modified or amended with all addendums and exhibits, “MSA”) and Inventory Cash Deposit Agreement (as modified or amended with all addendums and exhibits, “Cash Deposit Agreement” and, together with “MSA,” the “Flex Agreements”). Notwithstanding anything to the contrary in the Plan, the Credit Bid Purchase Agreement or this Combined Order, and subject to the Debtors satisfying the requirements of Bankruptcy Code section 365, including cure and adequate assurance, with respect to Flex: (i) the Flex Agreements shall be assumed by LSGC, effective upon entry of this Combined Order; (ii) LSGC may assign the Flex Agreements to BidCo Buyer on or before the Credit Bid Transaction Closing; and (iii) the “cure amount” under the Flex Agreements is as required pursuant to Bankruptcy Code §365(b) (the “Flex Cure Amount”). LSGC asserts the Flex Cure Amount equals \$0, Flex disagrees and reserves all rights to assert an increase to the Flex Cure Amount no later than three (3) business days of the filing of a Notice of the Effective Date, and LSGC reserves all rights to contest any such increase to the Flex Cure Amount. If, following good faith negotiations, a resolution between Flex and LSGC cannot be reached, the Flex Cure Amount shall be determined by the Court, after notice and the presentation of evidence before the Court on a date to be determined. For the avoidance of doubt, nothing in this Combined Order, the Plan or

the Credit Bid Purchase Agreement shall limit, bar or preclude LSGC, Flex or any of their successors or assigns to the Flex Agreements from asserting or enforcing their respective rights, claims, actions, or defenses under the Flex Agreements or applicable law, including any right of setoff or recoupment, which rights, claims, actions, or defenses are expressly preserved.

45. Effect of Non-Occurrence of Conditions to the Effective Date.

Notwithstanding the entry of this Combined Order, if the Effective Date does not occur, the Plan shall be null and void in all respects, and nothing contained in the Plan or the Disclosure Statement shall: (i) constitute a waiver or release of any Claims, Interests, or Causes of Action by any Entity; (ii) prejudice in any manner the rights of the Debtors, any holders of a Claim or Interest, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any holders, or any other Entity in any respect; *provided* that the foregoing shall not prejudice the right of the Ad Hoc Group to seek a Credit Bid Transaction Closing independent of and prior to the Effective Date in accordance with, and subject to, the requirements of paragraph 49 of this Combined Order.

46. Post-Confirmation Modification of the Plan. Subject to obtaining the required consents in accordance with the provisions of the RSA, the Plan, and the Restructuring Steps Plan, respectively, the Debtors are hereby authorized to amend or modify the Plan at any time prior to the substantial consummation of the Plan, but only in accordance with section 1127 of the Bankruptcy Code and Article X.A of the Plan, without further order of this Court.

47. Final Order. This Combined Order is a Final Order and the period in which an appeal must be Filed will commence upon entry of this Combined Order.

48. Expiration of Challenge Period. The Challenge Period (as defined in the Final Cash Collateral Order) has expired as to all parties in interest, including the Committee.

**Additional Orders, Adjudgments, and Decrees
Relating to Specifically to the Credit Bid Transaction**

49. Credit Bid Transaction Closing. Notwithstanding anything to the contrary contained in this Combined Order, absent further Bankruptcy Court authority, the Credit Bid Transaction Closing may not occur unless the Effective Date occurs concurrently; *provided* that, if the Credit Bid Transaction Closing has not occurred on or before November 10, 2025 the Ad Hoc Group shall be entitled to seek an emergency hearing with the Bankruptcy Court, on at least five (5) business days' notice to the Debtors and the Committee, to seek authority to effectuate the Credit Bid Transaction Closing independently from the Effective Date and the rights of all parties, including the Debtors and the Committee, to oppose such relief are expressly preserved (*provided* that the Debtors and the Committee shall not contest the seeking of such hearing on an emergency basis), and all rights of the Ad Hoc Group are expressly preserved.

50. Sale and Transfer of Assets Free and Clear. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and any other applicable sections of the Bankruptcy Code, the Debtors are authorized to transfer and upon the Credit Bid Transaction Closing, shall transfer, to BidCo Buyer all of their right, title, and interest in and to, and possession of, the Credit Bid Purchased Assets, which shall be immediately vested in the BidCo Buyer, and such right, title, and interest in and to, and possession of, the Credit Bid Purchased Assets shall be transferred to the BidCo Buyer free and clear of all Liabilities & Encumbrances (as defined below) (other than Credit Bid Assumed Liabilities and Credit Bid Permitted Liens), including, but not limited to:

- a. liens (including, without limitation, mechanics', materialmen's, and other consensual and non-consensual liens and statutory liens) mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements,

property interests, pledges, judgments, demands, encumbrances, easements, and servitudes;

- b. interests, obligations, liabilities, causes of action, demands, guaranties, options, restrictions, and contractual or other commitments;
- c. rights, including, without limitation, rights of first refusal, rights of offset (except for offsets exercised prior to the Petition Date), contract rights, and recovery;
- d. decrees of any court or foreign or domestic government entity (to the extent permitted by law);
- e. charges or restrictions of any kind or nature, including, without limitation, any restriction on the use, transfer, receipt of income or other exercise of any attributes of ownership of the Credit Bid Purchased Assets, including, without limitation, consent of any person to assign or transfer any of the Credit Bid Purchased Assets;
- f. debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtors or any of the Debtors' predecessors or affiliates;
- g. Claims, including claims for reimbursement, contribution claims, derivative, vicarious, transferee, or successor liability claims, indemnity claims, exoneration claims, alter-ego claims, product liability claims, employee retirement or benefit plan claims, severance claims, retiree healthcare or life insurance claims, environmental claims (to the fullest extent allowed by law), including claims that may be secured or entitled to priority under the Bankruptcy Code, tax claims, reclamation claims, and pending litigation claims;
- h. any pension, multiemployer plan (as such term is defined in Section 3(37) or 4001(a)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), health or welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of any Debtor or any multiemployer plan to which any Debtor has at any time contributed to or had any liability or potential liability; and
- i. any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Worker Adjustment and Retraining Act of 1988, (g) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (h)

the Americans with Disabilities Act of 1990, (i) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Internal Revenue Code of 1986, as amended and of any similar state Law (collectively, “COBRA”), (j) state discrimination laws, (k) state unemployment compensation laws or any other similar state laws, or (l) any other state or federal benefits or claims relating to any employment with any Debtor or any of its predecessors;

in each case, whether in law or in equity, known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, direct or indirect, and whether arising by agreement, understanding, law, equity or otherwise, whether occurring or arising before, on or after the Petition Date, whether occurring or arising prior to the Credit Bid Transaction Closing, or whether imposed by agreement, understanding, law, equity, or otherwise (collectively, the “Liabilities & Encumbrances”). Without limiting the generality of the foregoing, in no event shall any claim of any kind that is in any way related to (i) any contract or agreement that was rejected pursuant to the Rebate Agreements Rejection Orders (regardless of whether such claims arose prepetition, postpetition, pre-rejection, post-rejection or otherwise) or (ii) except to the extent arising under a Transferred Contract, any rebates, administrative fees, late fees or other amounts owed to, or asserted by, pharmacy benefit managers, state Medicaid entities or other managed care organizations, be asserted against, or an obligation of, BidCo or be asserted against the Credit Bid Purchased Assets. Notwithstanding anything herein, the Plan or the Credit Bid Purchase Agreement to the contrary, the transfer of the New Jersey Action to BidCo Buyer shall remain subject to the GUC Settlement, the GUC Commercial Tort Claim Share and the GUC Trust Agreement.

51. Effective upon the Credit Bid Transaction Closing, this Combined Order shall be (i) effective as a determination that all Liabilities & Encumbrances (other than Credit Bid Assumed Liabilities and Credit Bid Permitted Liens) of any kind or nature whatsoever in effect prior to the Credit Bid Transaction Closing have been unconditionally released, discharged, and terminated and that the conveyances described herein have been effected, and (ii) binding upon and govern the acts of all entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Credit Bid Purchased Assets conveyed to the BidCo Buyer (all such entities, the "Recording Officers"). All such recorded claims, Interests, Claims, Liabilities & Encumbrances, liens, pledges, or other interests and liabilities shall be deemed stricken from such records, official and otherwise. All Recording Officers are authorized and specifically directed to perform all necessary actions to effectuate the provisions of the immediately preceding sentence. A certified copy of this Combined Order may be filed with the appropriate Recording Officers to evidence cancellation of any recorded Liabilities & Encumbrances, claims, liens, pledges, and other interests in and against the Credit Bid Purchased Assets recorded prior to the date of the Credit Bid Transaction Closing. All Recording Officers are hereby directed to accept for filing any and all of the documents and instruments necessary, advisable or appropriate to consummate the transactions contemplated by the Credit Bid Purchase Agreement, subject to the payment of any filing or other fee imposed under non-bankruptcy law.

52. This Combined Order as sufficient evidence of the transfer of right, title, and interest in, to, and under the Credit Bid Purchased Assets for all purposes.

53. No Bulk Sales. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the Credit Bid Transaction or this Combined Order. No brokers were involved in the Credit Bid Transaction, and no brokers' commissions are due to any person or entity in connection with the Credit Bid Transaction. BidCo is not and will not become obligated to pay any fee or commission or like payment to any broker, finder, or financial advisor as a result of the consummation of the Credit Bid Transaction based upon any arrangement made by or on behalf of the Debtors.

54. Valid Transfer. Effective upon the Credit Bid Transaction Closing, the transfer to BidCo of the Debtors' right, title, and interest in the Credit Bid Purchased Assets pursuant to the Credit Bid Purchase Agreement shall be, and hereby is deemed to be, a legal, valid and effective transfer of the Debtors' right, title, and interest in the Credit Bid Purchased Assets, and vests with or will vest in BidCo all right, title, and interest of the Debtors in the Credit Bid Purchased Assets, free and clear of the Liabilities & Encumbrances, other than Credit Bid Assumed Liabilities and Credit Bid Permitted Liens. The provisions of this Combined Order authorizing the sale and assignment of the Credit Bid Purchased Assets free and clear of the Liabilities & Encumbrances shall be self-executing, and neither the Debtors nor BidCo shall be required to execute or file releases termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Combined Order.

55. In addition, effective upon the Effective Date, the transfer to the GUC Trust of the Debtors' right, title, and interest in the GUC Trust Assets pursuant to the Plan and the GUC

Trust Agreement shall be, and hereby is deemed to be, a legal, valid and effective transfer of the Debtors' right, title, and interest in the GUC Trust Assets, and vests with or will vest in the GUC Trust all right, title, and interest of the Debtors in the GUC Trust Assets, free and clear of the Interests, Claims and Encumbrances. The provisions of this Combined Order authorizing the transfer of the GUC Trust Assets free and clear of the Liabilities & Encumbrances shall be self-executing, and neither the Debtors nor the GUC Trustee shall be required to execute or file releases termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Combined Order.

56. Government Authorization to Effectuate Sale and Assignments. Each and every federal, state, and governmental agency or department, and any other person or entity, is hereby directed to accept (i) any and all documents and instruments in connection with or necessary to consummate the Credit Bid Transaction and (ii) this Combined Order as sufficient evidence of the transfer of right, title, and interest in, to, and under the Credit Bid Purchased Assets. To the greatest extent available under applicable law upon the Credit Bid Transaction Closing, BidCo shall be authorized, as of the Credit Bid Transaction Closing, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Credit Bid Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to BidCo as of the Credit Bid Transaction Closing. No governmental unit may revoke or suspend any lawful right, license, trademark, or other permission relating to the use of the Credit Bid Purchased Assets sold, transferred, or conveyed to BidCo on account of the filing or pendency of these chapter 11 cases or the consummation of the Credit Bid Transaction. For the avoidance of doubt, the Credit Bid Transaction authorized herein shall be of full force and effect, regardless of

whether the Debtors or any of their affiliates lack good standing in any jurisdiction in which such entity is formed or is authorized to transact business.

57. Good Faith Buyer. The Credit Bid Transaction contemplated by the Credit Bid Purchase Agreement is undertaken by BidCo, its affiliates, representatives in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and BidCo has acted without collusion in undertaking the Credit Bid Transaction contemplated by the Credit Bid Purchase Agreement. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Credit Bid Transaction shall not affect the validity of the sale and/or transfer of the Credit Bid Purchased Assets to BidCo Buyer unless such authorization is duly stayed pending such appeal. BidCo is a purchaser of the Credit Bid Purchased Assets in good faith and for fair and reasonable consideration, and BidCo is a good-faith buyer within the meaning of section 363(m) of the Bankruptcy Code and is not an “insider” of any Debtor (as defined under section 101(31) of the Bankruptcy Code. As such, BidCo is entitled to all of the rights, benefits, privileges, and protections afforded under section 363(m) of the Bankruptcy Code and any other applicable or similar bankruptcy and nonbankruptcy law.

58. The Credit Bid Purchase Agreement and the transactions contemplated thereby cannot be avoided under section 363(n) of the Bankruptcy Code. None of the Debtors, BidCo or any of their respective affiliates, officers, directors, members, partners, principals, or shareholders (or equivalent) or any of their respective current and former members, managers, officers, directors, employees, advisors, professionals, agents, predecessors, successors or assigns have engaged in any conduct that would cause or permit the Credit Bid Purchase Agreement or the consummation of the transactions contemplated thereby to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

59. Authorization to Assign. Pursuant to section 365(f) of the Bankruptcy Code, notwithstanding any provision of any contract governing the Credit Bid Purchased Assets, including any Transferred Contract (as defined in the Credit Bid Purchase Agreement) to be assumed and assigned to the BidCo Buyer that prohibits, restricts, or conditions the assignment of the Credit Bid Purchased Assets, the Debtors are authorized, in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code, to sell or otherwise transfer the Credit Bid Purchased Assets to BidCo Buyer, including assuming and assigning the Transferred Contracts to BidCo Buyer (subject to this Combined Order and Section 2.05(d) of the Credit Bid Purchase Agreement), which transfers and assignments shall take place on, and be effective as of, the Credit Bid Transaction Closing or such later date, in each case, as provided in the Credit Bid Purchase Agreement. In addition:

- a. There shall be no accelerations, assignment fees, increases, or any other fees charged to the BidCo Buyer or the Debtors as a result of the transfer of the Credit Bid Purchased Assets, including the assumption and assignment of the Transferred Contracts.
- b. The Debtors have met all of the requirements of section 365(b) of the Bankruptcy Code for each Transferred Contract that is to be assumed and assigned to the BidCo Buyer.
- c. To the extent that an objection in respect of any Transferred Contract is not resolved prior to the Credit Bid Transaction Closing, the BidCo Buyer, may elect to (i) not have the Debtors assume and assign to it such Transferred Contract, or (ii) have the Debtors postpone the assumption of such Transferred Contract until the resolution of such objection; *provided, however*, that (a) the Debtors, the BidCo Buyer, and the non-Debtor counterparty under each Transferred Contract shall have authority to compromise, settle, or otherwise resolve any objections without further order of, or notice to, this Court and (b) the BidCo Buyer shall pay all costs and expenses arising under the applicable contract pending resolution of such.
- d. (i) All defaults (monetary and non-monetary) under the Transferred Contracts shall be deemed cured and satisfied in full through and upon the payment of the Cure Costs as agreed between the Debtors and the applicable non-Debtor counterparty, or as determined by the Court (if

applicable), and (ii) any and all persons or entities shall be forever barred and estopped from asserting that any additional amounts are due or defaults exist under the Transferred Contracts that arose or accrued, or relate to or are attributable to the assignment of the Transferred Contracts. The promise to pay the Cure Costs and the BidCo Buyer's promise to perform the Debtors' obligations under the Transferred Contracts for the period on or after the Credit Bid Transaction Closing shall constitute adequate assurance of BidCo Buyer's future performance under the Transferred Contracts being assigned to it as of the Closing within the meaning of sections 365(b)(1)(C) and (f)(2)(A)-(B) of the Bankruptcy Code.

- e. All counterparties to the Transferred Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable request of the BidCo Buyer, and shall not charge the Debtors or BidCo Buyer for any instruments, applications, consents, or other documents which may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Credit Bid Transaction.

60. No Successor Liability. BidCo Buyer has provided substantial consideration under the Credit Bid Purchase Agreement, which constitutes valid, valuable, and sufficient consideration for the absolution from any potential claims of successor liability of BidCo to the greatest extent allowed by applicable law, and neither BidCo nor any of its respective affiliates shall be deemed to: (a) be a legal successor, or otherwise deemed to be a successor, to any of the Debtors under any theory of law or equity; (b) have, de facto or otherwise, merged with or into any or all of the Debtors or their estates; (c) have a common identity or a continuity of enterprise with the Debtors; or (d) be a mere continuation or substantial continuation, or be holding itself out as a mere continuation, of the Debtors or any business, enterprise, or operation of the Debtors. Upon the Credit Bid Transaction Closing, to the maximum extent available under applicable law, BidCo Buyer's acquisition of the Credit Bid Purchased Assets shall be free and clear of any "successor liability" claims and other types of transferee liability of any nature whatsoever, whether known or unknown and whether asserted or unasserted at the time of Credit Bid Transaction Closing (other than, to the extent applicable, any Credit Bid Assumed Liabilities

or Credit Bid Permitted Liens), and the Credit Bid Purchased Assets shall not be subject to any Liabilities & Encumbrances arising under or in connection with any Excluded Asset or Excluded Liability (each as defined in the Credit Bid Purchase Agreement). The operations of BidCo and its affiliates shall not be deemed a continuation of the Debtors' business as a result of the acquisition of the Credit Bid Purchased Assets. For the avoidance of doubt, BidCo is not a Reorganized Debtor.

61. Releases by Debtors in Connection with Credit Bid Transaction. As of the Credit Bid Transaction Closing, in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, each Company Entity, Debtor, Estate, and Reorganized Debtor (in each case on behalf of themselves and their respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever release and discharge each and all of the Debtors, the Company, the Sponsor, the Consenting Lenders, the Agents, BidCo, and, with respect to each of the foregoing, their Related Parties (the "Credit Bid Released Parties") from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any derivative claims, including those asserted or assertable on behalf of any Company Entity, Debtor, Estate, or Reorganized Debtor), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Company Entity, Debtor, Estate, or Reorganized Debtor and/or

its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Company Entities, the Debtors, the Estates, or the Reorganized Debtors (including the capital structure, management, ownership or operation thereof), the Existing Credit Documents and the loans made thereunder, the purchase, sale, or rescission of the purchase or sale of any security of any Company Entity, Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest affected by the Restructuring Transactions, the business or contractual arrangements or interactions between any Company Entity, Debtor, or Reorganized Debtor and any other Person, the ownership and/or operation of the Company Entities, Debtors, or Reorganized Debtors by any Credit Bid Released Party, the actions taken by the board of directors or managers of any Company Entity, Debtor, or Reorganized Debtor, or the distribution or transfer of any Cash or other property of the Company Entities, Debtors, or Reorganized Debtors to any Credit Bid Released Party, the Restructuring Transactions, the RSA (including the term sheet attached thereto), any Definitive Documents, the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring, or any action or inaction relating to the payment or non-payment of any tax liabilities (or estimates thereof) of the Company Entities, the Debtors or the Reorganized Debtors, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Credit Bid Transaction Closing, other than any rights that remain in effect from and after the Credit Bid Transaction Closing to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions.

62. Releases by Credit Bid Releasing Parties. As of the Credit Bid Transaction Closing, to the maximum extent permitted by law, in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, the Sponsor, the Consenting Lenders, the Agents, BidCo, and, with respect to each of the foregoing their respective Related Parties (the “Credit Bid Releasing Parties”), in each case on behalf of themselves and their respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever release and discharge each and all of the Credit Bid Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any derivative claims, including those asserted or assertable on behalf of any Credit Bid Releasing Party), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Credit Bid Releasing Party and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Company Entities, the Debtors, the Estates, or the Reorganized Debtors (including the capital structure, management, ownership or operation thereof), the Existing Credit Documents and the loans made thereunder, the purchase, sale, or rescission of the purchase or sale of any security of any Company Entity, Debtor, or Reorganized

Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest affected by the Restructuring Transactions, the business or contractual arrangements or interactions between any Company Entity, Debtor, or Reorganized Debtor and any other Person, the ownership and/or operation of the Company Entities, Debtors, or Reorganized Debtors by any Credit Bid Released Party, the actions taken by the board of directors or managers of any Company Entity, Debtor, or Reorganized Debtor, or the distribution or transfer of any Cash or other property of the Company Entities, Debtors, or Reorganized Debtors to any Credit Bid Released Party, the Restructuring, the RSA (including the term sheet attached thereto), any Definitive Documents, the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring, or any action or inaction relating to the payment or non-payment of any tax liabilities (or estimates thereof) of the Company Entities, the Debtors or the Reorganized Debtors, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Credit Bid Transaction Closing, other than (a) Causes of Action assertable by a Credit Bid Releasing Party against a Credit Bid Released Party arising from any act or omission of such Credit Bid Released Party that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud (other than fraud claims based on constructive fraud, negligence, recklessness or other similar theory not predicated on intent, knowledge or willfulness) or gross negligence and (b) any rights that remain in effect from and after the Credit Bid Transaction Closing to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions.

63. Effect of Credit Bid Releases. The release provisions contained in paragraphs 61 and 62 herein shall only take effect in the event the Credit Bid Transaction Closing occurs prior to the Effective Date in accordance with the requirements of paragraph 49 herein. To

the extent the Effective Date occurs concurrently with the Credit Bid Transaction Closing Date the releases contained in paragraphs 61 and 62 shall be null and void and the release provisions in Article VIII of the Plan shall control. Notwithstanding anything in the Plan or this Combined Order to the contrary, any Holder of a Specified Surviving Obligation (as defined in the RCF Payoff Letter (as defined in the Final Cash Collateral Order)) shall not be a “Releasing Party” or a “Released Party” under the Plan or this Combined Order.

64. Wind-Down Reserve and Professional Fee Escrow Account. Regardless of whether the Effective Date occurs, the Debtors shall, on the earlier of the Effective Date and Credit Bid Transaction Closing, fund the Wind-Down Reserve with the amounts set forth in the Wind-Down Budget and the Professional Fee Escrow Account as set forth in the Plan. The creation and funding of the Professional Fee Escrow Account is approved pursuant to section 363(b) of the Bankruptcy Code. The Debtors and the other parties thereto are authorized, without further notice or relief from this Court, to enter into an escrow agreement, governing such Professional Fee Escrow Account and take any and all actions that are necessary or appropriate in the exercise of their business judgment to implement such agreement, including engaging an applicable escrow agent and to make or authorize the payments contemplated in connection therewith. Professional fees contained in the Professional Fee Escrow Account shall be released and applied in accordance with the terms of any such agreements, the Plan, and the Credit Bid Purchase Agreement upon entry of an order of this Court approving such fees and expenses on a final basis.

65. Satisfaction of Conditions Precedent. Neither BidCo Buyer nor the Debtors shall have an obligation to close the Credit Bid Transaction until all conditions precedent in the Credit Bid Purchase Agreement to each of their respective obligations to close the Credit Bid

Transaction have been satisfied or waived in accordance with the terms of the Credit Bid Purchase Agreement.

66. Automatic Stay. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of the Court, to allow BidCo Buyer to deliver any notice provided for in the Credit Bid Purchase Agreement and to allow BidCo Buyer to take any and all actions permitted under the Credit Bid Purchase Agreement.

67. Oracle. Notwithstanding anything to the contrary in the Plan or this Combined Order the Debtors will not assume or assign any agreements between the Debtors and Oracle without Oracle's consent. Nothing in this Combined Order or the Plan shall preclude either party from enforcing their respective rights under the terms and provisions of any such agreements or applicable law. For the avoidance of doubt, agreements between the Debtors and Oracle are not the subject of the TSA.

68. Facet. Notwithstanding anything in the Credit Bid Purchase Agreement, the Plan, or this Combined Order to the contrary, Facet Technologies, LLC ("Facet") shall not be precluded, prohibited, barred, enjoined, or otherwise prevented from seeking damages, injunctive relief, or any other remedies relating to Facet's patent infringement claims with respect to the Credit Bid Purchased Assets against BidCo Buyer (and/or its successors and assigns)(collectively "Bidco Parties") solely to the extent such claims relate to facts, events, activities or circumstances occurring after the Credit Bid Transaction Closing. All parties' rights with respect to any such claims are expressly reserved. The Bidco Parties shall assert any applicable indemnification rights with respect to any judgment awarded to Facet related to any infringement of Facet's patents arising prior to the Credit Bid Transaction Closing and, solely to the extent the BidCo Parties

receive any payments from Asahi Polyslider on account of any indemnification rights assumed and assigned to the BidCo Parties pursuant to the Credit Bid Transaction in respect of any Claim, administrative or otherwise, related to any infringement of Facet's patents arising prior to the Credit Bid Transaction Closing, the BidCo Parties shall receive such payments acting as an agent on behalf of the Reorganized Debtors and not for its own account and shall therefore fund an amount equal to such payments to the Reorganized Debtors as soon as reasonably practicable. For the avoidance of doubt, under no circumstances shall the BidCo Parties have any liability, and Facet shall not assert any claims against the BidCo Parties, for any claims relating to any facts, events, activities or circumstances occurring prior to the Credit Bid Transaction Closing (including, without limitation, any of the claims that Facet has asserted against the Debtors or any claims of infringement of any of Facet's patents prior to the Credit Bid Transaction Closing), provided, however, that Facet may assert such claims for infringement against the BidCo Parties with respect to sales of infringing products manufactured by the Debtors and sold by the BidCo Parties after the date of the Credit Bid Transaction Closing, and all rights of the BidCo Parties in respect of any such claims are expressly preserved. Facet's claims for infringement occurring prior to the Credit Bid Transaction Closing shall be liquidated in the pending appeal in the Federal Circuit and in the pending action Case No. 2:22-cv-01717-MCS-MAR in the United States District Court for the Central District of California; *provided* that the Bankruptcy Court shall retain jurisdiction to determine the allowance and priority of such claims; *provided, further* (i) that all rights of the BidCo Parties with respect to any of Facet's infringement claims arising after the Credit Bid Transaction Closing are reserved; and (ii) nothing in the Credit Bid Purchase Agreement, the Plan, or this Combined Order shall affect, modify, release, affect or otherwise limit

any claims or causes of action that Facet has against Asahi Polyslider or its affiliates, or their respective successors or assigns.

69. PBM Settlement. Pursuant to Bankruptcy Rule 9019, the following terms of a settlement between the Debtors, the Ad Hoc Group, the Committee, and the PBMs (as defined herein) are approved in their entirety (the “PBM Settlement”):

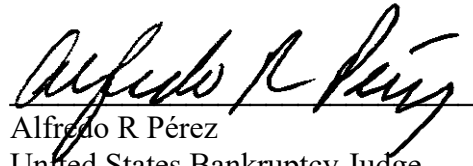
- a. Following the wind down of the Reorganized Debtors in accordance with the Plan and applicable law, any amounts remaining in the Wind-Down Reserve (the “Excess Wind-Down Amount”) shall be transferred to the GUC Trust to be held in a sub-trust (the “PBM Sub-Trust”) for the benefit of the PBMs.⁴ The Excess Wind-Down Amount shall be disbursed to each PBM in an amount to be agreed to by all PBMs or pursuant to a further order of the Bankruptcy Court.
- b. Any claim of any kind that is in any way related to any contract or agreement that was rejected pursuant to any of the Rebate Agreements Rejection Orders (regardless of whether such claim arose or is based on events that occurred prepetition, postpetition, pre-rejection, post-rejection or otherwise) shall constitute a “General Unsecured Claim” under the Plan, and no party to any such contract or agreement (including the PBMs) shall have any right to, or the right to assert, an Administrative Expense Claim in respect of any such claim and any such Administrative Expense Claim to the extent already filed or asserted shall be, and hereby is, disallowed.
- c. The PBMs’ sole recourse for any claims that are attributable to any rebates or other amounts that accrued on or after the Petition Date (which, for the avoidance of doubt, constitute General Unsecured Claims) shall be to submit a claim to the GUC Trust for ratable payment from the PBM Sub-Trust. The PBMs and the GUC Trustee will collectively determine the form and support required for such Claims to the PBM Sub-Trust.
- d. The PBM Objections⁵ shall be deemed automatically withdrawn upon entry of this Combined Order.

⁴ “PBMs” means, collectively, OptumRx, Inc., Emisar Pharma Services, LLC, Ascent Health Services, LLC, Express Scripts, Inc., Express Scripts Pharmaceutical Procurement, LLC, Prime Therapeutics LLC and its affiliates, successors, and assigns, Change Healthcare Operations, LLC, CaremarkPCS Health, L.L.C. and Zinc Health Services, L.L.C., CVS Pharmacy, Inc. and IH Pharmacy Benefit Dimensions LLC.

⁵ “PBM Objections” means, collectively, (i) the *Prime Therapeutic LLC’s Objection to Confirmation of the Joint Chapter 11 Plan of Reorganization of LifeScan Global Corporation and Its Debtor Affiliates* [Docket No. 424],

70. Immediate Effect. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Combined Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and BidCo Buyer are free to close the Credit Bid Transaction under the Credit Bid Purchase Agreement at any time pursuant to the terms thereof.

Signed: October 27, 2025


Alfredo R Pérez
United States Bankruptcy Judge

(ii) the *Joint Objection to Confirmation of the Joint Chapter 11 Plan of Reorganization of LifeScan Global Corporation and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 425], and
(iii) the *Objection of Cigna to Joint Chapter 11 Plan of LifeScan Global Corporation and Its Debtor Affiliates* [Docket No. 428].

Exhibit A

Plan

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: LifeScan Global Corporation, <i>et al.</i> , ¹ Debtors.	)))))))	Chapter 11 Case No. 25-90259 (ARP) (Jointly Administered)
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**AMENDED JOINT CHAPTER 11 PLAN OF
REORGANIZATION OF LIFESCAN GLOBAL CORPORATION
AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF
THE BANKRUPTCY CODE (TECHNICAL MODIFICATIONS)**

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Co-Counsel to the Debtors

Co-Counsel to the Debtors

Dated: October 20, 2025

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: LifeScan Global Corporation (1872); DUV Holding Corp. (2522); DUV Intermediate Holding Corp. (2645); LifeScan Texas LLC (1307); DUV Intermediate Holding II Corp. (4829); LifeScan Inc. (8188); LifeScan IP Holdings, LLC (7450); LifeScan China, LLC (N/A) and LifeScan Institute LLC (8188). The location of Debtor LifeScan Global Corporation's principal place of business and the Debtors' service address in these Chapter 11 cases is 75 Valley Stream Parkway, Suite 201, Malvern, PA 19355.

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INTRODUCTION

LifeScan Global Corporation and its affiliated debtors, as debtors-in-possession in the above-captioned chapter 11 cases (each, a “Debtor” and, collectively, the “Debtors”), propose this joint plan of reorganization (the “Plan”) for the resolution of outstanding Claims against and Interests in the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used in the Plan and not otherwise defined shall have the meanings set forth in Article I.A of the Plan. The Debtors seek to consummate the Restructuring Transactions on the Effective Date. Each of the Debtors are a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The Plan does not contemplate substantive consolidation of any of the Debtors. Reference is made to the Disclosure Statement for a discussion of the Debtors’ history, business, properties and operations, financial projections, risk factors, a summary and analysis of the Plan, the Restructuring Transactions, and certain related matters.

The Plan is a separate Plan for each of the Debtors, and the classification of Claims and Interests set forth herein shall apply separately to each of the Debtors.

ALL HOLDERS OF CLAIMS AND INTERESTS, PARTICULARLY THOSE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN, ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY.

ARTICLE I DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, GOVERNING LAW, AND OTHER REFERENCES

A. Defined Terms

1. “*1L TL Equitization Pool*” has the meaning set forth in Article III.B.3.
2. “*Ad Hoc Group*” means that certain ad hoc group of holders of, or investment advisors, sub-advisors, or managers of discretionary accounts of funds that hold, First Lien Term Loans and Second Lien Term Loans represented by the Ad Hoc Group Advisors.
3. “*Ad Hoc Group Advisors*” means Davis Polk & Wardwell LLP, Houlihan Lokey Inc., Norton Rose Fulbright US LLP, and any other special or local counsel or advisor retained by the Ad Hoc Group.
4. “*Ad Hoc Group Fees and Expenses*” means all reasonable and documented fees and expenses of the Ad Hoc Group Advisors (including the outstanding reasonable fees and expenses of the Ad Hoc Group Advisors accrued since the inception of their respective engagements) related to the negotiation, implementation or consummation of the Plan, Restructuring Support Agreement, or the Restructuring, in each case solely to the extent payable in accordance with the terms of the applicable fee or engagement letter agreement between such firms and one or more of the Company Entities.
5. “*Administrative Claims Bar Date*” means the deadline for Filing requests for payment of Administrative Expense Claims, which: (a) with respect to Administrative Expense

Claims other than Professional Fee Claims, shall be 30 days after the Effective Date; and (b) with respect to Professional Fee Claims, shall be 45 days after the Effective Date.

6. “*Administrative Expense Claim*” means any right to payment constituting a cost or expense of administration of the Chapter 11 Cases of a kind specified in section 503(b) of the Bankruptcy Code and entitled to priority under sections 327, 328, 330, 365, 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including (i) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the Debtors’ businesses, (ii) Allowed Professional Fee Claims, and (iii) the Restructuring Expenses.

7. “*Advisory Agreement*” means the agreement between BidCo and the Sponsor entered into on the Effective Date, pursuant to which the Sponsor agrees to make its representatives available to the BidCo upon the BidCo’s reasonable request to, among other things, assist and provide advice with respect to strategic initiatives and transition and operational matters. As consideration for its services under the Advisory Agreement, the Sponsor or its designee shall receive the Advisory Equity and no other consideration. The Advisory Agreement shall have a term of six months from the Effective Date and other terms acceptable to each of the Sponsor and the Required Consenting Lenders.

8. “*Advisory Equity*” means 2% of the BidCo Equity, subject to dilution by the Management Incentive Plan.

9. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code.

10. “*Agent*” means each current and predecessor administrative agent, collateral agent, or any similar Entity under any document or instrument relating to the First Lien Term Loans, Second Lien Term Loans, or the Third Lien Term Loans.

11. “*Allowed*” means, with respect to any Claim (or any portion thereof), except as otherwise provided herein: (a) a Claim that is evidenced by a Proof of Claim Filed by the applicable Claims Bar Date or a request for payment of an Administrative Expense Claim Filed by the Administrative Claims Bar Date, as applicable (or for which Claim a Proof of Claim is not required under the Plan, the Bankruptcy Code, or a Final Order); (b) a Claim that is scheduled by the Debtors as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim, as applicable, has been timely Filed; or (c) a Claim allowed pursuant to the Plan or a Final Order; provided, that with respect to a Claim described in clauses (a) and (b) above, such Claim shall be Allowed only if and to the extent that with respect to such Claim no objection to the allowance thereof is interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so interposed and the Claim has been Allowed by a Final Order. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no contrary or superseding Proof of Claim is or has been timely Filed, or that is not or has not been Allowed by a Final Order, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes the applicable

Debtor or Reorganized Debtor, as applicable. For the avoidance of doubt, a Proof of Claim Filed after the applicable Claims Bar Date or a request for payment of an Administrative Expense Claim Filed after the Administrative Claims Bar Date, as applicable, shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-Filed Claim or with the prior written consent of the Debtors, the Reorganized Debtors, or the GUC Trustee, as applicable. Notwithstanding the foregoing, the Reorganized Debtors shall retain all claims and defenses with respect to any Allowed Claims that are Reinstated or otherwise Unimpaired pursuant to the Plan. “Allow” and “Allowing” shall have correlative meanings.

12. “*Assumed and Assigned Executory Contracts and Unexpired Leases*” means those Executory Contracts and Unexpired Leases that are to be assumed and assigned by the Debtors or Reorganized Debtors or assigned to BidCo Buyer, as set forth on the Assumed and Assigned Executory Contracts and Unexpired Leases List or in the Credit Bid Purchase Agreement, as applicable.

13. “*Assumed and Assigned Executory Contracts and Unexpired Leases List*” means the list of Executory Contracts and Unexpired Leases (with proposed Cure amounts) that will be assumed and assigned by the Debtors or Reorganized Debtors or assigned to BidCo Buyer, which list shall be included in the Plan Supplement, as the same may be amended, modified, or supplemented from time to time.

14. “*Avoidance Actions*” means any and all actual or potential avoidance, recovery, subordination, or other claims, actions, or remedies that may be brought by or on behalf of a Debtor, an Estate, or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies under sections 502, 510, 542, 544, 545, and 547 through and including 553 of the Bankruptcy Code, or other similar or related state, federal, or foreign statutes, common law, or other applicable law.

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

16. “*Bankruptcy Court*” means the United States Bankruptcy Court for the Southern District of Texas, Houston Division.

17. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Chapter 11 Cases and the general, local, and chambers rules of the Bankruptcy Court.

18. “*BidCo*” means BidCo Parent and its direct and indirect subsidiaries (including BidCo Buyer).

19. “*BidCo Buyer*” means LFSN BidCo LLC, or another entity formed at the direction of the Consenting Lenders for the purposes of the Credit Bid Transaction, and any other “Buyer” entity under the Credit Bid Purchase Agreement.

20. “*BidCo Equity*” means the common equity interests in BidCo Parent, which shall consist of existing or newly issued common equity interests, as applicable.

21. “*BidCo Parent*” means LFSN TopCo LLC, or another entity formed at the direction of the Consenting Lenders for the purposes of the Credit Bid Transaction, which is the direct or indirect owner of 100% of the equity interests of BidCo Buyer.

22. “*Business Day*” means any day, other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of the state of New York.

23. “*Cash*” means the legal tender of the United States of America or the equivalent thereof, including bank deposits and checks.

24. “*Cash Collateral Orders*” means, collectively, the Interim Cash Collateral Order and the Final Cash Collateral Order.

25. “*Cause of Action*” means any action, Claim, class action, cross-claim, counterclaim, third-party claim, cause of action, controversy, dispute, demand, right, lien, indemnity, contribution, rights of subrogation, reimbursement, equity interest, guaranty, suit, obligation, liability, debt, damage, judgment, loss, cost, attorneys’ fees and expenses, account, defense, remedy, offset, power, privilege, license, and franchise of any kind or character whatsoever, whether known, unknown, asserted or unasserted, accrued or unaccrued, contingent or noncontingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, foresee or unforeseen, direct or indirect, choate or inchoate, secured or unsecured, allowable or disallowable, assertable directly or derivatively, in rem, quasi in rem, in personam or otherwise, whether arising under federal or state statutory or common law, or any other applicable international, foreign or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, in contract or in tort, in law or in equity, or pursuant to any other theory or principle of law. Causes of Action also include (i) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (ii) the right to object to Claims or Interests, (iii) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, (iv) any claim or defense, including fraud, mistake, duress, or usury and any other defenses set forth in section 558 of the Bankruptcy Code, and (v) any other Avoidance Actions.

26. “*Claims Bar Date*” means the date established by the Bankruptcy Court by which Proofs of Claim must be Filed, other than Administrative Claims or other Claims or Interests for which the Bankruptcy Court entered an order excluding the Holders of such Claims or Interests from the requirement of Filing Proofs of Claim.

27. “*Certificate*” means any instrument evidencing a Claim or Interest.

28. “*Chapter 11 Cases*” means (a) when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

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

30. “*Claims and Noticing Agent*” means Epiq Corporate Restructuring, LLC, the claims, noticing, and solicitation agent retained by the Debtors in the Chapter 11 Cases by Bankruptcy Court order.

31. “*Claim Objection Deadline*” means the date that is 270 days following the Effective Date, or such later date that is approved by order of the Bankruptcy Court for cause upon motion by the Reorganized Debtors.

32. “*Claims Register*” means the official register of Claims and Interests in the Debtors maintained by the Claims and Noticing Agent.

33. “*Class*” means a class of Claims or Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

34. “*CM/ECF*” means the Bankruptcy Court’s Case Management and Electronic Case Filing system.

35. “*Combined Hearing*” means the hearing at which the Bankruptcy Court will consider the adequacy of the Disclosure Statement on a final basis and Confirmation of the Plan.

36. “*Combined Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code and approving the Disclosure Statement pursuant to section 1125 of the Bankruptcy Code.

37. “*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code as set forth in the *Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 122] and as may be reconstituted from time to time.

38. “*Company*” means DUV Holding Corporation and its direct and indirect subsidiaries as set forth in the Restructuring Support Agreement.

39. “*Confirmation*” means entry of the Combined Order on the docket of the Chapter 11 Cases.

40. “*Confirmation Date*” means the date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and 9021.

41. “*Confirmation Hearing*” means the hearing(s) before the Bankruptcy Court, pursuant to Bankruptcy Rule 3020(b)(2) and section 1128 of the Bankruptcy Code, including any adjournments thereof, at which the Bankruptcy Court will consider Confirmation of the Plan.

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

43. “*Consenting 1L/2L Term Loan Lenders*” has the meaning set forth in the Restructuring Support Agreement.

44. “*Consenting First Lien Term Loan Lenders*” has the meaning set forth in the Restructuring Support Agreement.

45. “*Consenting Lenders*” has the meaning specified in the Restructuring Support Agreement.

46. “*Consenting Second Lien Term Loan Lenders*” has the meaning set forth in the Restructuring Support Agreement.

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

48. “*Covered Entities*” has the meaning ascribed to it in Article VIII.F herein.

49. “*Covered Matters*” has the meaning ascribed to in Article VIII.F herein.

50. “*Credit Bid Assumed Liabilities*” means the “Assumed Liabilities” as defined in the Credit Bid Purchase Agreement.

51. “*Credit Bid Permitted Liens*” means the “Permitted Liens” as defined in the Credit Bid Purchase Agreement.

52. “*Credit Bid Purchase Agreement*” means that certain Equity and Asset Purchase Agreement by and among the Debtors party thereto and BidCo Buyer filed as Exhibit [●] to the Sale Order, as amended or modified from time to time in accordance with the terms thereof and the consent rights set forth in the Restructuring Support Agreement and the Plan; *provided, however*, that the Credit Bid Purchase Agreement may not be amended or modified in a manner that adversely affects the GUC Settlement without the consent of the Committee, not to be unreasonably withheld.

53. “*Credit Bid Purchased Assets*” means the “Transferred Equity Interests” and the “Transferred Assets” as defined in the Credit Bid Purchase Agreement.

54. “*Credit Bid Transaction*” means the sale of the Credit Bid Purchased Assets to, and the assumption of Credit Bid Assumed Liabilities by, BidCo Buyer pursuant to the Credit Bid Purchase Agreement.

55. “*Credit Bid Transaction Closing*” means the “Closing” as defined in the Credit Bid Purchase Agreement.

56. “*Cure*” or “*Cure Claim*” means a Claim or payment of a Claim (unless waived or modified by the applicable counterparty or settled upon by the parties under an Executory Contract or Unexpired Lease) based upon a Debtor’s defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under section 365 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

57. “*Cure Amount*” means, as applicable, the amount of Cash, including an amount of \$0.00, or the Distribution of other property (as the parties may agree or the Bankruptcy Court may order), as necessary to Cure a monetary default by the applicable Debtor in accordance with the

terms of an Executory Contract or Unexpired Lease (unless settled, waived, or modified by the applicable counterparty), other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code to allow such Debtor to assume, or to assume and assign to BidCo Buyer, as applicable, such Executory Contract or Unexpired Lease pursuant to section 365 or 1123 of the Bankruptcy Code.

58. “*Cure/Assumption Objection Deadline*” means the date that is 14 days after Filing of the Assumed and Assigned Executory Contracts and Unexpired Leases List and service of the Cure Notice; provided that if any Executory Contract or Unexpired Lease is added to the Assumed and Assigned Executory Contracts and Unexpired Leases List after the Filing of the initial Assumed and Assigned Executory Contracts and Unexpired Leases List, or an Executory Contract or Unexpired Lease proposed to be assumed or assumed and assigned by the Debtors or Reorganized Debtor, as applicable, is proposed to be assigned to a third party (including BidCo Buyer) after the Filing of the initial Assumed and Assigned Executory Contracts and Unexpired Leases List, then the Cure/Assumption Objection Deadline with respect to such Executory Contract or Unexpired Lease shall be the earlier of (a) 14 days after service of the amended Assumed and Assigned Executory Contracts and Unexpired Leases List with such modification and (b) the date of the scheduled Confirmation Hearing.

59. “*Cure Notice*” means, with respect to an Executory Contract or Unexpired Lease to be assumed or assumed and assigned under the Plan, a notice that (a) sets forth the proposed Cure Amount to be paid on account of a Cure Claim in connection with the assumption of such Executory Contract or Unexpired Lease; (b) notifies the counterparty to such Executory Contract or Unexpired Lease that such party’s Executory Contract or Unexpired Lease may be assumed or assumed and assigned under the Plan or assumed and assigned pursuant to the Credit Bid Transaction; (c) sets forth the procedures for objecting to the proposed assumption or assumption and assignment of Executory Contracts and Unexpired Leases or to the proposed Cure Amount, including the proposed objection deadline, and for the resolution of any such disputes by the Bankruptcy Court; and (d) states that the proposed assignee (if applicable) has demonstrated its ability to comply with the requirements of adequate assurance of future performance of the Executory Contract or Unexpired Lease to be assigned, including the assignee’s financial wherewithal and willingness to perform under such Executory Contract or Unexpired Lease.

60. “*Debtor*” or “*Debtors*” has the meaning provided in the preamble of this Plan.

61. “*Debtor Release*” means the releases by the Debtors set forth in Article VIII.C herein.

62. “*Definitive Documents*” means the definitive documents and agreements governing the Restructuring Transactions (including any related orders, agreements, instruments, schedules, or exhibits) that are contemplated by or referenced in the Plan (as amended, modified, or supplemented from time to time), including: (i) the Restructuring Support Agreement (and all exhibits and other documents and instruments related thereto); (ii) the Disclosure Statement and all other Solicitation Materials (including any motion seeking either approval of the Disclosure Statement or combined or conditional approval of the Disclosure Statement and confirmation of the Plan); (iii) the Cash Collateral Orders; (iv) the Disclosure Statement Order; (v) the First Day Pleadings; (vi) the Plan and the Plan Supplement (and all exhibits and other documents and

instruments related thereto and included therein); (v) the Confirmation Order and other pleadings filed by the Debtors in support of entry thereof; (vi) the New Revolving Facility Documents; (vii) the New First Lien Term Loan Facility Documents; (viii) the New ICA; (ix) the New Governance Documents; (x) the MIP Documents; (xi) the Restructuring Steps Plan; (xii) the Advisory Agreement; (xiii) the Credit Bid Purchase Agreement, (xiv) the Wind-Down Budget, (xv) the Transition Services Agreement, (xvi) any agreements, settlements, motions, pleadings, briefs, applications, orders and other Filings with the Bankruptcy Court with respect to the rejection, assumption and/or assumption and assignment of Executory Contracts and/or Unexpired Leases, including, for the avoidance of doubt, the Rebate Agreements Rejection Motion and Rebate Agreements Rejection Order; and (xvii) any other applications, pleadings, briefs, motions, orders, filing, agreements, and other documentation that may be necessary or desirable to consummate or document the Restructuring Transactions (including, if applicable, a tax separation agreement); *provided*, that any monthly or quarterly operating reports, retention applications, fee applications, fee statements, and any declarations in support thereof shall not constitute Definitive Documents.

63. “*Disclosure Statement*” means the disclosure statement with respect to this Plan, including all exhibits, schedules, supplements, modifications or amendments thereto.

64. “*Disputed*” means a Claim or an Interest or any portion thereof that is not Allowed or disallowed under the Plan, the Bankruptcy Code, or a Final Order and with respect to which a party in interest has Filed a Proof of Claim or otherwise made a written request to a Debtor for payment, without any further notice to or action, order, or approval of the Bankruptcy Court.

65. “*Distribution*” means a distribution made or facilitated by a Distribution Agent pursuant to the Plan.

66. “*Distribution Agent*” means, as applicable, (a) with respect to distributions to Holders of Allowed General Unsecured Claims, the GUC Trustee or any Entity selected by the Committee or the GUC Trustee in accordance with the GUC Trust Documents, and (b) with respect to all other distributions, the Reorganized Debtors or any Entity the Reorganized Debtors select to make or to facilitate Distributions in accordance with the Plan.

67. “*Distribution Date*” means, except as otherwise set forth herein, the date or dates determined by the Debtors (with the consent of the Required Consenting Lenders), the Reorganized Debtors, or the GUC Trustee (solely in the case of General Unsecured Claims), on or after the Effective Date, upon which the Distribution Agent shall make Distributions to Holders of Allowed Claims entitled to receive Distributions under the Plan on such date.

68. “*Distribution Record Date*” means, (a) with respect to General Unsecured Claims, the Effective Date, and (b) with respect to all other Claims, the later of the (i) the Confirmation Date and (ii) ten Business Days prior to the Effective Date, or such other date that is selected by the Debtors with the consent of the Required Consenting Lenders pursuant to a notice filed by the Debtors on the docket of the Chapter 11 Cases.

69. “*DOF Election*” means an election to treat any portion of the GUC Trust allocable to the Disputed General Unsecured Claims as a “disputed ownership fund” governed by section 1.468B-9 of the Treasury Regulations.

70. “*Effective Date*” means the date that is the first Business Day after the Confirmation Date on which all conditions precedent to the occurrence of the Effective Date set forth in Article IX.A have been satisfied or waived in accordance with Article IX.B.

71. “*Election Pool Portion*” has the meaning set forth in Article III.B.3.

72. “*Election TL Portion*” has the meaning set forth in Article III.B.3.

73. “*Emergence Excess Cash*” means an amount of Cash equal to the greater of (x) \$132.5 million and (y) Liquidity on as of the Credit Bid Transaction Closing in excess of \$150 million.

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

75. “*Equitization Election*” has the meaning set forth in Article III.B.3.

76. “*Equitization Election Term Loan Claims*” means Allowed First Lien Term Loan Claims that are subject to the Equitization Election.

77. “*Equitizing Holder Institutions*” means Holders of Equitization Election Term Loan Claims, together with their Affiliates that hold Allowed First Lien Term Loan Claims.

78. “*Estate*” means, individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

79. “*Exculpated Party*” means, collectively, and in each case in its capacity as such, and in each case, to the maximum extent permitted by law, (i) the Debtors, (ii) the Committee and the current and former members of the Committee (solely in their capacities as such).

80. “*Exculpation*” means the exculpation provision set forth in Article VIII.E herein.

81. “*Executory Contract*” means a contract to which one or more of the Debtors is a party and that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code, including any modifications, amendments, addenda, or supplements thereto or restatements thereof.

82. “*Existing Credit Documents*” means the First Lien Credit Agreement, the Second Lien Credit Agreement, and the Third Lien Credit Agreement, including all other ancillary documentation (including any security agreements, intercreditor agreements, exhibits, schedules, supplements, appendixes, annexes, instructions, and attachments thereto) in connection with each of the foregoing.

83. “*Existing Equity Interests*” means all issued and outstanding Interests in the Parent.

84. “*Federal Judgment Rate*” means the federal judgment rate in effect as of the Petition Date calculated as set forth in section 1961 of the Judicial Code.

85. “*File*,” “*Filed*,” or “*Filing*” means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or, with respect to a Proof of Claim, with the Claims and Noticing Agent or the Bankruptcy Court.

86. “*Final Cash Collateral Order*” means the final order governing the Company Entities’ use of cash collateral during the Chapter 11 Cases entered at Docket No. 208.

87. “*Final Decree*” means the decree contemplated under Bankruptcy Rule 3022.

88. “*Final Order*” means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court, which has not been reversed, vacated, modified, amended, dismissed or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument, or rehearing shall then be pending, or (ii) if any appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired; *provided, however*, that no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

89. “*First Day Orders*” means any interim or Final Order of the Bankruptcy Court granting the relief requested in the First Day Pleadings (as may be amended, supplemented or modified from time to time).

90. “*First Day Pleadings*” means all of the motions, proposed court orders, and other material documents that the Debtors have Filed upon or around the commencement of the Chapter 11 Cases, including, without limitation, the Rebate Agreements Rejection Motion (as they may be amended, supplemented or modified from time to time).

91. “*First Lien Credit Agreement*” means that certain First Lien Credit Agreement dated as of May 19, 2023 among DUV Intermediate Holding II Corporation, LifeScan Global Corporation, each of the subsidiary guarantors party thereto, Wilmington Savings Fund Society, FSB, as successor administrative and collateral agent to Bank of America, N.A. as predecessor administrative and collateral agent, and the lenders party thereto (as amended, modified, extended, restated, amended and restated, replaced, or supplemented from time to time).

92. “*First Lien Term Loan Agent*” means Wilmington Savings Fund Society, FSB, as successor administrative and collateral agent to Bank of America, N.A., as predecessor administrative and collateral agent, under the First Lien Credit Agreement.

93. “*First Lien Term Loan Claims*” means any Claims on account of the First Lien Term Loans and any other Claims under the First Lien Credit Agreement that are related to the

First Lien Term Loans. For the avoidance of doubt, Revolving Loan Claims are not related to, are entirely distinct from, and do not constitute First Lien Term Loan Claims.

94. “*First Lien Term Loans*” means the term loans issued under the First Lien Credit Agreement.

95. “*General Unsecured Claim*” means any Claim that is not an Administrative Expense Claim, Other Secured Claim, Other Priority Claim, First Lien Term Loan Claim, Second Lien Term Loan Claim, Third Lien Term Loan Claim, Intercompany Claim or any other Claim that is Secured, subordinated, post-petition in nature, or entitled to priority under the Bankruptcy Code. For the avoidance of doubt, General Unsecured Claims shall include any Claims arising under or related to the Specified Agreements.

96. “*Governmental Unit*” has the meaning set forth in section 101(27) of the Bankruptcy Code.

97. “*GUC Cash Pool*” means \$60 million in Cash.

98. “*GUC Commercial Tort Claim Share*” means the right of the GUC Trust to receive, in the aggregate, 50% of the first \$10 million of the net Cash proceeds (after the payment of legal fees and other amounts and expenses to be agreed in the Definitive Documents), if any, whether by judgment, adjudication, resolution, stipulation or settlement, that BidCo receives in respect of the New Jersey Action. For the avoidance of doubt, the GUC Commercial Tort Claim Share shall not exceed \$5 million in the aggregate.

99. “*GUC Settlement*” means the global settlement between the Debtors, the Committee, the Ad Hoc Group, and the Sponsor regarding, among other things, (a) the treatment of Allowed General Unsecured Claims under the Plan (including, without limitation, the GUC Cash Pool and the GUC Commercial Tort Claim Share), the establishment of the GUC Trust and the execution, delivery and implementation of all Definitive Documents related thereto, including the provisions of this Plan and the GUC Trust Documents reasonably necessary or advisable to give effect to and implement the global settlement, and the releases under the Plan of the Consenting Lenders, the Sponsor and their Related Parties.

100. “*GUC Trust*” means one or more trusts and/or sub-trusts to be formed on or prior to the Effective Date pursuant to the GUC Trust Agreement, which trust(s) shall hold the GUC Trust Assets.

101. “*GUC Trust Agreement*” means the trust or similar agreement, between the GUC Trustee, in its capacity as such, the Debtors, the Reorganized Debtors and BidCo, providing for, among other things, the establishment of the GUC Trust and the powers and responsibilities of the GUC Trustee, in form and substance reasonably acceptable to the Committee, the Debtors and the Required Consenting Lenders.

102. “*GUC Trust Assets*” means (a) the GUC Cash Pool, (b) the GUC Commercial Tort Claim Share and the proceeds thereof, and (c) any other assets that may be transferred to or held in the GUC Trust from time to time.

103. “*GUC Trust Documents*” means the GUC Trust Agreement and all other agreements, documents, procedures, and instruments delivered or entered into in connection with the establishment, formation, and implementation of the GUC Trust, each in form and substance acceptable to the Committee and reasonably acceptable to the Debtors and the Required Consenting Lenders.

104. “*GUC Trust Interests*” means all beneficial interests in the GUC Trust distributed to each Holder of an Allowed General Unsecured Claim under the Plan, which shall entitle such Holder to a *pro rata* share in the GUC Trust Assets or the proceeds thereof.

105. “*GUC Trustee*” means the trustee for the GUC Trust to be selected by the Committee on or prior to the Effective Date, which Person (and any successor GUC Trustee) shall be a “U.S. Person” as determined for U.S. federal income tax purposes.

106. “*Holder*” means any Entity that is the record or beneficial owner of any Claim or Interest, including any nominees, investment managers, investment advisors, sub-advisors, or managers of funds or discretionary accounts that hold, or trustees of trusts that hold, any Claim or Interest.

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

108. “*Interim Cash Collateral Order*” means the interim order governing the Company Entities’ use of cash collateral during the Chapter 11 Cases entered at Docket No. 48.

109. “*Indemnification Provisions*” means each of the Debtors’ indemnification provisions currently in place, whether in the Debtors’ bylaws, certificates of incorporation, other formation documents, board resolutions, indemnification agreements, employment agreements, engagement letters, or other contracts, for the current and former directors, officers, managers, employees, attorneys, other professionals, and agents of the Debtors and such current and former directors’, officers’, managers’, employees’, attorneys’, other professionals’, and agents’ respective Affiliates.

110. “*Insurance Policies*” means all insurance policies issued or providing coverage at any time to any of the Debtors or any of their predecessors and all agreements, documents, letters of indemnity, or instruments relating thereto.

111. “*Insurer*” means any company or other Entity that has issued or entered into an Insurance Policy, any third-party administrator, and any respective predecessors or affiliates thereof.

112. “*Intercompany Claim*” means any Claim held by a Debtor against another Debtor.

113. “*Intercompany Interest*” means any Interest held by a Debtor in another Debtor.

114. “*Interest*” means the common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Debtor, including, without limitation, options, warrants, rights, or other securities or agreements to acquire the common stock,

preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Debtor (whether or not arising under or in connection with any employment agreement).

115. “*IRS*” means the Internal Revenue Service.

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

117. “*Lender Representative*” means a representative of the Required Consenting Lenders (who shall be a Person reasonably acceptable to the Debtors) that will receive information designed to provide an education about the Company’s business, including the Company’s market and business dynamics, whose fee and expense reimbursement terms shall be subject to negotiation with the Company, as provided in the Restructuring Support Agreement.

118. “*Lien*” has the meaning set forth in section 101(37) of the Bankruptcy Code.

119. “*Liquidation Recovery*” means the consideration sufficient to satisfy section 1129(b)(2)(b) of the Bankruptcy Code (which, for the avoidance of doubt, may be no consideration).

120. “*Liquidity*” means (i) balance sheet Cash (net of all other payments to be made (including to fund reserves) in connection with the Restructuring Transactions) of the Debtors as of immediately prior to the Credit Bid Transaction Closing and BidCo immediately after the Credit Bid Transaction Closing, plus (ii) availability to BidCo under the New Revolving Facility up to \$50 million as of the Credit Bid Transaction Closing.

121. “*Management Incentive Plan*” means the BidCo’s management incentive compensation program to be implemented by the New Board after the Effective Date.

122. “*MIP Documents*” means the documentation effectuating the Management Incentive Plan.

123. “*New Board*” means the board of directors, managers or equivalent (as applicable) of the BidCo Parent.

124. “*New First Lien Term Loans*” means the term loans issued under the New First Lien Term Loan Facility.

125. “*New First Lien Term Loan Facility*” means the new second-out first lien or first lien term loan facility through which the New First Lien Term Loans will be issued and secured on account of the First Lien Term Loan Claims.

126. “*New First Lien Term Loan Facility Documents*” means the credit agreement, security agreement and any other ancillary document governing or related to the New First Lien Term Loan Facility to be entered into by BidCo Buyer and the other parties thereto.

127. “*New Governance Documents*” means the new or amended, as applicable, organizational and governance documents of the BidCo Parent and any other BidCo entity.

128. “*New ICA*” means, if necessary, the new intercreditor agreement(s) governing the relative lien and payment priorities among the New Revolving Facility and the New First Lien Term Loan Facility.

129. “*New Jersey Action*” means *LifeScan, Inc. v. Jeffrey C. Smith et. al.*, Case Number 17-5552 (United States District Court for the District of New Jersey). For the avoidance of doubt, all of the Debtors’ rights and interests in the New Jersey Action constitute a “Credit Bid Purchased Asset” and shall be transferred to BidCo Buyer pursuant to the Credit Bid Purchase Agreement, but subject to the terms of the GUC Settlement and the right of the GUC Trust to receive the GUC Commercial Tort Claim Share for the benefit of Holders of Allowed General Unsecured Claims.

130. “*New Revolving Facility*” means the new first-out first lien cash flow revolving credit facility or asset-based lending facility, as applicable, to be entered into by the BidCo Buyer and other parties thereto.

131. “*New Revolving Facility Documents*” means the credit agreement, security agreement and any other ancillary document governing or related to the New Revolving Facility to be entered into by BidCo Buyer and the other parties thereto.

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

133. “*Other Secured Claim*” means a Secured Claim other than a Priority Tax Claim, a First Lien Term Loan Claim, a Second Lien Term Loan Claim, or a Third Lien Term Loan Claim.

134. “*Parent*” means DUV Holding Corporation.

135. “*Person*” has the meaning set forth in section 101(41) of the Bankruptcy Code.

136. “*Petition Date*” means the date on which the Debtors commenced the Chapter 11 Cases.

137. “*Plan*” means this chapter 11 plan, as altered, amended, modified, or supplemented from time to time in accordance with the terms herein, including the Plan Supplement and all exhibits, supplements, appendices, and schedules.

138. “*Plan Supplement*” means any supplemental appendix to the Plan, containing certain documents (including the GUC Trust Documents) and forms of documents, schedules, and exhibits relevant to the implementation of the Plan, as may be amended, modified or supplemented from time to time in accordance with the terms of the Plan, the Restructuring Support Agreement, the Bankruptcy Code, and the Bankruptcy Rules.

139. “*Post-Sweep Excess Cash*” has the meaning set forth in Article III.B.3.

140. “*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind entitled to priority of payment under sections 502(i) and 507(a)(8) of the Bankruptcy Code.

141. “*Pro rata*” means, with respect to a Claim, unless otherwise specified, the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

142. “*Professional*” means an Entity: (a) employed by the Debtors or the Committee in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Effective Date pursuant to sections 327, 328, 329, 330, and 331 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

143. “*Professional Fee Claim*” means any Administrative Expense Claim for compensation of Professionals and reimbursement of expenses incurred by such Professionals through and including the Effective Date to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional’s requested fees and expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Fee Claim.

144. “*Professional Fee Escrow Account*” means an account, which may be interest-bearing, funded by the Debtors on or prior to the Effective Date in an amount equal to the Professional Fee Reserve Amount.

145. “*Professional Fee Reserve Amount*” means the total amount of unpaid compensation and unreimbursed expenses incurred by Professionals from the Petition Date through and including the Effective Date (as applicable), in each case as estimated in good faith by the applicable Professional, which estimates Professionals shall deliver to the Debtors as set forth in Article II.B of the Plan.

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

147. “*Rebate Agreements*” means any rebate agreement between any Debtor or a subsidiary thereof and any pharmacy benefit manager, Medicare agency or state Medicaid agency (or otherwise) entered into prior to the Petition Date.

148. “*Rebate Agreements Rejection Motion*” means a motion seeking entry of an order of the Bankruptcy Court rejecting the Rebate Agreements and the Specified Agreements effective as of the Petition Date.

149. “*Rebate Agreements Rejection Orders*” means (i) the *Order (I) Authorizing (I) Rejection of Certain Executory Contracts and (II) Granting Related Relief* [ECF No. 225] and (ii) the *Order (I) Authorizing (I) Rejection of Certain Executory Contracts and (II) Granting Related Relief* [ECF No. 304].

150. “*Reinstate*,” “*Reinstated*,” or “*Reinstatement*” means with respect to a Claim or an Interest, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124(2) of the Bankruptcy Code.

151. “*Rejected Executory Contract and Unexpired Lease List*” means the list, as determined by the Debtors or the Reorganized Debtors, as applicable, of Executory Contracts and Unexpired Leases that will be rejected by the Debtors pursuant to the Plan, which list shall be included in the Plan Supplement.

152. “*Related Parties*” means, with respect to any Entity, and in each case in its capacity as such, such Entity’s current and former Affiliates and such Entity’s and its current and former Affiliate’s direct and indirect current and former directors, managers, officers, committee members, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, direct and indirect parent Entities, “controlling persons” (within the meaning of the federal securities laws), participants, partners, limited partners, general partners, subsidiaries, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, partners, limited partners, general partners, attorneys, accountants, managed accounts or funds (including any beneficial holders for the account of whom such funds are managed), management companies, fund advisors, investment bankers, actuaries, consultants, representatives, and other professionals, and such person’s or Entity’s predecessors, successors, assigns, heirs, executors, estates, and nominees; *provided* that only those Persons who any such Entity (i) has legal authority to bind, (ii) who may assert liability on behalf of or through such Entity, or (iii) who are co-liable with, or derivatively liable on account of, such Entity shall be considered a “Related Party” of such Entity.

153. “*Released Parties*” means, collectively, and in each case solely in their respective capacity as such, (i) each Debtor, (ii) each Reorganized Debtor, (iii) the Sponsor, (iv) the Consenting Lenders, (v) the Agents, (vi) BidCo, (vii) the Committee and its members (in their capacities as such and not in their individual capacities), (viii) with respect to each of the foregoing Entities in clauses (i) through (vii), such Entities’ Related Parties; (ix) all Holders of Claims or Interests who were given notice of the opportunity to opt out of the releases set forth in the Plan but did not affirmatively opt out and thereby provided a release; *provided*, that any Entity that (a) elects to opt out of the releases contained in Article VIII.D; or (y) timely Files with the Bankruptcy Court an objection to the Plan that is not resolved before Confirmation shall not be a “Released Party.”

154. “*Releasing Parties*” means, collectively, and in each case solely in their respective capacity as such, (i) the Sponsor, (ii) the Consenting Lenders, (iii) the Agents, (iv) BidCo, (v) the Committee and its members (in their capacities as such and not in their individual capacities), (vi) with respect to each of the foregoing Entities in clauses (i) through (v), such Entities’ Related Parties, and (vii) all Holders of Claims or Interests who were given notice of the opportunity to opt out of the releases set forth in the Plan but did not affirmatively opt out; *provided*, any Entity that (x) elects to opt out of the release contained in Article VIII.D; or (y) timely Files with the Bankruptcy Court an objection to the Plan that is not resolved before Confirmation shall not be a “Releasing Party.”

155. “*Reorganized Debtor*” means a Debtor, or any successor or assign thereto by merger, amalgamation, consolidation, or otherwise, after giving effect to the Credit Bid Sale Transaction, on and after the Effective Date; *provided that*, BidCo is not a Reorganized Debtor.

156. “*Required Consenting First Lien Term Loan Lenders*” means, as of the relevant date, the Consenting Lenders holding greater than 50% of the aggregate outstanding principal amount of the First Lien Term Loans that are then held by all Consenting First Lien Term Loan Lenders in the aggregate.

157. “*Required Consenting Lenders*” means, (i) the Required Consenting First Lien Term Loan Lenders and (ii) the Required Consenting Second Lien Term Loan Lenders.

158. “*Required Consenting Second Lien Term Loan Lenders*” means, as of the relevant date, the Consenting Lenders holding greater than 50% of the aggregate outstanding principal amount of the Second Lien Term Loans that are then held by all Consenting Second Lien Term Loan Lenders in the aggregate.

159. “*Restructuring Expenses*” means the Ad Hoc Group Fees and Expenses and the reasonable and documented fees and expenses of (i) the Sponsor, provided, that such fees shall only be reasonable and documented legal fees and shall only be payable up to \$1 million; (ii) the Lender Representative, (iii) the First Lien Term Loan Agent, (iv) the Second Lin Term Loan Agent and (v) the Specified Third Lien Parties in an aggregate amount not to exceed the Third Lien Restructuring Expenses Amount.

160. “*Restructuring Steps Plan*” means that certain memorandum describing the steps to be carried out to effectuate the Restructuring Transactions (other than the GUC Settlement) in accordance with the Plan (to be included in the Plan Supplement).

161. “*Restructuring Support Agreement*” means that certain Restructuring Support Agreement by and among the Company, the Consenting Lenders, and the other signatories thereto, including all exhibits and attachments thereto, as may be further amended, restated, amended and restated, modified, or supplemented from time to time in accordance with the terms thereof.

162. “*Restructuring Term Sheet*” means the Restructuring Term Sheet attached as Exhibit A to the Restructuring Support Agreement.

163. “*Restructuring Transactions*” means the mergers, amalgamations, consolidations, arrangements, continuances, restructurings, transfers, conversions, dispositions, liquidations, formations, dissolutions or other corporate transactions described in, approved by, contemplated by, or undertaken to implement the Plan, the GUC Settlement and the Credit Bid Transaction, including those transactions described in Article IV.B.

164. “*Revolving Loan Claims*” means Claims on account of the Revolving Loans and any other Claims under the First Lien Credit Agreement that are related to the Revolving Loans.

165. “*Revolving Loans*” means the revolving loans issued under the First Lien Credit Agreement.

166. “*Sale Order*” means the order of the Bankruptcy Court approving the Credit Bid Transaction pursuant to section 363 of the Bankruptcy Code, which may be the Confirmation Order.

167. “*Schedules*” means, collectively, the schedules of assets and liabilities, statements of financial affairs, lists of Holders of Claims and Interests and all amendments or supplements thereto filed by the Debtors with the Bankruptcy Court.

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

169. “*Scheduling Order*” means the order of the Bankruptcy Court setting the Combined Hearing and approving the solicitation procedures with respect to the Solicitation Materials.

170. “*Second Lien Credit Agreement*” means that certain Second Lien Credit Agreement dated as of May 19, 2023, among DUV Intermediate Holding II Corporation, LifeScan Global Corporation, each of the subsidiary guarantors party thereto, Wilmington Savings Fund Society, FSB, as successor administrative and collateral agent, and the lenders party thereto (as amended, modified, extended, restated, amended and restated, replaced, or supplemented from time to time).

171. “*Second Lien Term Loan Agent*” means Wilmington Savings Fund Society, FSB, as successor administrative and collateral agent under the Second Lien Credit Agreement.

172. “*Second Lien Term Loan Claims*” means any Claims on account of the Second Lien Term Loans and any other Claims arising under the Second Lien Credit Agreement.

173. “*Second Lien Term Loans*” means the term loans issued under the Second Lien Credit Agreement.

174. “*Secured Claim*” means a Claim or any portion of a Claim that is: (i) secured by a Lien on any property of a Debtor to the extent of the value of such Debtor’s interest in such property as (a) set forth in the Plan, (b) agreed to by the Holder of such Claim and the applicable Debtor, or (c) determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code, or (ii) secured by the right of setoff in accordance with section 553 of the Bankruptcy Code.

175. “*Securities Act*” means the U.S. Securities Act of 1933, as amended.

176. “*Security*” has the meaning set forth in section 2(a)(1) of the Securities Act.

177. “*Servicer*” means any Person or Entity that has been empowered to act in the capacity of the Distribution Agent with respect to a particular Class of Claims, including an administrative agent, an indenture trustee, or a collateral agent.

178. “*Solicitation Materials*” means the Disclosure Statement, the Plan, any ballots, documents, forms, and all other materials approved by the Bankruptcy Court for distribution in connection with the solicitation of votes on the Plan pursuant to sections 1125 and 1125 of the

Bankruptcy Code, and any procedures established by the Bankruptcy Court with respect to solicitation of votes on the Plan.

179. “*Specified Agreements*” means the certain rebate or other agreements with pharmacy benefits managers and state governments that were rejected pursuant to the Rebate Agreement Rejection Orders.

180. “*Specified Third Lien Parties*” means (i) Ellington Management Group, in its capacity as the manager of certain holders of Third Lien Term Loan Claims and (ii) Ankura Trust Company, LLC, in its capacity as Agent under the Third Lien Credit Agreement.

181. “*Sponsor*” means PE LifeScan Holdings, LLC.

182. “*Tax Code*” means the Internal Revenue Code of 1986, as amended.

183. “*Third Lien Credit Agreement*” means that certain First Lien Credit Agreement dated as of October 1, 2018, among DUV Intermediate Holding II Corporation, LifeScan Global Corporation, each of the subsidiary guarantors party thereto, Ankura Trust Company, LLC, and the lenders party thereto (as amended, modified, extended, restated, amended and restated, replaced, or supplemented from time to time) that was subordinated in priority in connection with the Company’s exchange offer transaction consummated pursuant to the Transaction Support Agreement dated as of April 20, 2023.

184. “*Third Lien Restructuring Expenses Amount*” means \$500,000.

185. “*Third Lien Term Loan Claims*” means any Claims on account of the Third Lien Term Loans and any other Claims arising under the Third Lien Credit Agreement.

186. “*Third Lien Term Loans*” means the term loans issued under the Third Lien Credit Agreement.

187. “*Third-Party Releases*” means the releases by Holders of Claims and Interests set forth in Article VIII.D herein.

188. “*Transition Services Agreement*” means the TSA(s) as defined in the Credit Bid Purchase Agreement.

189. “*Treasury Regulations*” means the U.S. Treasury Regulations promulgated under the Tax Code.

190. “*U.S. Trustee*” means the Office of the United States Trustee for the Southern District of Texas.

191. “*U.S. Trustee Fees*” means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

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

including any modifications, amendments, addenda, or supplements thereto or restatements thereof.

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

194. “*Wind-Down Budget*” means a budget attached as Exhibit E to the Credit Bid Purchase Agreement, a version of which shall be filed with the Bankruptcy Court prior to the Confirmation Hearing.

195. “*Wind-Down Officer*” means the Person selected by the Debtors (with the consent of the Required Consenting Lenders) on or prior to the Effective Date to administer each Reorganized Debtor following the Effective Date or such successor as may be selected by the Reorganized Debtors.

196. “*Wind-Down Reserve*” means a reserve to be funded prior to the Effective Date to fund all administrative costs (including related reasonable advisor costs of the Reorganized Debtors) associated with dissolving applicable Debtors and otherwise winding down the Estates as set forth in the Wind-Down Budget, in an amount to be agreed by the Debtors and the Required Consenting Lenders. For the avoidance of doubt, the Professional Fee Escrow Accounts shall not be included in the Wind Down Reserve and shall not be the property of the Estates but rather shall be held for the exclusive benefit of the Professionals.

B. Rules of Interpretation; Computation of Time

For purposes of the Plan: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, shall mean such document, schedule, or exhibit, as it may have been or may be amended, modified, or supplemented; (d) unless otherwise specified, where a document or agreement referred to in this Plan is terminated on or before the Effective Date, a reference to such document or agreement shall be a reference to the document or agreement as it stood immediately prior to its termination; (e) unless otherwise specified, all references herein to “Articles” and “Sections” are references to Articles and Sections, respectively, hereof or hereto; (f) the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to any particular portion of the Plan; (g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (h) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (i) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (j) references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (k) all references to statutes, regulations,

orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; and (l) any immaterial effectuating provisions may be interpreted by the Debtors or the Reorganized Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; *provided, however*, that no effectuating provision shall be immaterial or deemed immaterial if it has any substantive legal or economic effect on any party.

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

C. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the Laws of the State of New York, without giving effect to the principles of conflict of laws thereunder, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan; *provided, however*, that corporate governance matters relating to the Debtors or the Reorganized Debtors, as applicable, shall be governed by the laws of the jurisdiction of incorporation or formation of the relevant Debtor or Reorganized Debtor, as applicable.

D. Reference to Monetary Figures

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

E. Reference to the Debtors or the Reorganized Debtors

Except as otherwise specifically provided in the Plan to the contrary, references in the Plan to the Debtors or to the Reorganized Debtors mean the Debtors and the Reorganized Debtors to the extent the context requires.

F. Consent and Consultation Rights

Notwithstanding anything in this Plan, the Disclosure Statement, the Disclosure Statement Order, or the Confirmation Order to the contrary, any and all consent, consultation, and approval rights of the parties to the Restructuring Support Agreement set forth therein with respect to the form and substance of this Plan, any Definitive Document, all exhibits to the Plan, the Disclosure Statement, and the Plan Supplement, or any other document with respect to the implementation of the Plan and the Restructuring Transactions, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, are incorporated herein by this reference (including with respect to the applicable definitions in Article IA) and shall be fully enforceable as if stated in full herein. Failure to reference in this Plan the rights or obligations referred to in the immediately preceding sentence as they relate to any document referenced in the

Restructuring Support Agreement, shall not impair such rights and obligations. In case of a conflict between the consent rights of the parties to the Restructuring Support Agreement set forth in the Restructuring Support Agreement with those parties' consent rights set forth in the Plan, the Plan Supplement, the Disclosure Statement, or the Confirmation Order, the consent rights in the Restructuring Support Agreement shall control.

G. Controlling Document

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and a document Filed as part of the Plan Supplement, the terms of the document in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or the Confirmation Order). In the event of any inconsistency between the Plan, the Plan Supplement or the Disclosure Statement, on one hand, and the Confirmation Order on the other hand, the Confirmation Order shall control. In the event of an inconsistency between the Plan and the Credit Bid Purchase Agreement, the Credit Bid Purchase Agreement shall control; *provided, however*, that, in the event of any inconsistency between the Plan and the Credit Bid Purchase Agreement with respect to any provisions regarding the terms of the GUC Settlement or necessary to implement the terms of the GUC Settlement (including the treatment of General Unsecured Claims and the GUC Trust), the Plan shall control. In the event of any inconsistency between the Plan and the GUC Trust Agreement, the GUC Trust Agreement shall control.

**ARTICLE II
ADMINISTRATIVE AND PRIORITY CLAIMS**

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

A. Administrative Expense Claims

Unless otherwise agreed to by the Holder of an Allowed Administrative Expense Claim and the Debtors (with the consent of the Required Consenting Lenders), the Reorganized Debtors or BidCo (to the extent such Claim constitutes a Credit Bid Assumed Liability), as applicable, each Holder of an Allowed Administrative Expense Claim (other than Holders of Professional Fee Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) shall receive in full and final satisfaction of its Allowed Administrative Expense Claim an amount of Cash equal to the amount of such Allowed Administrative Expense Claim in accordance with the following: (a) if an Administrative Expense Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Expense Claim is due or as soon as reasonably practicable thereafter); (b) if such Administrative Expense Claim is not Allowed as of the Effective Date, no later than 30 days after the date on which an order Allowing such Administrative Expense Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (c) if such Allowed Administrative Expense Claim is based on liabilities incurred by the Debtors in the ordinary course of their business, after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative

Expense Claim without any further action by the Holders of such Allowed Administrative Expense Claim or compliance with the procedures set forth in the immediately following paragraph; (d) at such time and upon such terms as may be agreed upon by such Holder and the Debtors, the Reorganized Debtors or BidCo (to the extent such Claim constitutes a Credit Bid Assumed Liability), as applicable; or (e) at such time and upon such terms as set forth in an order of the Bankruptcy Court; *provided* that, for the avoidance of doubt, no Allowed Administrative Expense Claim shall be asserted against, or an obligation of, BidCo unless such Allowed Administrative Expense Claim constitutes a Credit Bid Assumed Liability.

Except as otherwise provided in this Article II.A, and except with respect to Administrative Expense Claims that are Professional Fee Claims, requests for payment of Administrative Expense Claims must be Filed with the Bankruptcy Court and served on the Debtors pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order no later than the Administrative Expense Claims Bar Date. Holders of Administrative Expense Claims that are required to, but do not, File and serve a request for payment of such Administrative Expense Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Debtors, the Estates, the Reorganized Debtors, or their respective property, and such Administrative Expense Claims shall be deemed disallowed and discharged as of the Effective Date. Objections to such requests, if any, must be Filed with the Bankruptcy Court and served on the Debtors or Reorganized Debtors, as applicable, and the requesting party no later than 60 days after the Effective Date. Notwithstanding the foregoing, no request for payment of an Administrative Expense Claim need be Filed with the Bankruptcy Court with respect to an Administrative Expense Claim previously Allowed.

B. Professional Fee Claims

1. Professional Fee Claims

All applications for final allowance of Professional Fee Claims must be Filed and served on the Reorganized Debtors and such other Entities who are designated in the Confirmation Order no later than forty-five (45) days after the Effective Date. The Professional Fee Claims owed to the Professionals shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow Account after such Claims are Allowed by a Final Order. After all Allowed Professional Fee Claims have been paid in full, any excess amounts remaining in the Professional Fee Escrow Account shall be returned to BidCo. To the extent that the funds held in the Professional Fee Escrow Account are unable to satisfy the amount of Allowed Professional Fee Claims owed to the Professionals, the Reorganized Debtors shall pay such amounts within ten (10) Business Days of entry of the order approving such Professional Fee Claims.

Objections to any Professional Fee Claim must be Filed and served on the Reorganized Debtors and the requesting Professional by no later than twenty-one (21) days after the Filing of the applicable final application for payment of the Professional Fee Claim. Each Holder of an Allowed Professional Fee Claim shall be paid in full in Cash by the Reorganized Debtors, including from the Professional Fee Escrow Account, within five (5) Business Days after entry of the order approving such Allowed Professional Fee Claim. The Reorganized Debtors shall not commingle any funds contained in the Professional Fee Escrow Account and shall use such funds to pay only the Professional Fee Claims, as and when Allowed by order of the Bankruptcy Court.

Notwithstanding anything to the contrary contained in this Plan, the failure of the Professional Fee Escrow Account to satisfy in full the Professional Fee Claims shall not, in any way, operate or be construed as a cap or limitation on the amount of Professional Fee Claims due and payable by the Debtors or the Reorganized Debtors.

2. Professional Fee Escrow Account

On or prior to the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Reserve Amount. The Professional Fee Escrow Account shall not be considered property of the Debtors, the Estates, the Reorganized Debtors, Bidco, or any of their respective Affiliates, and no Liens, claims, encumbrances, or interests will encumber the Professional Fee Escrow or the funds held in the Professional Fee Escrow in any way.

3. Professional Fee Reserve Amount

To receive payment for unbilled fees and expenses incurred through the Confirmation Date, the Professionals shall estimate in good faith their Professional Fee Claims (taking into account any retainers) prior to and as of the Confirmation Date and shall deliver such estimate to the Debtors at least three (3) calendar days prior to the Effective Date. If a Professional does not provide such estimate, the Reorganized Debtors may estimate the unbilled fees and expenses of such Professional; provided that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such Professional. The total amount so estimated as of the Effective Date shall comprise the Professional Fee Reserve Amount.

4. Post-Confirmation Date Fees and Expenses

Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate. Each Debtor, as applicable, may employ and pay any post-Confirmation Date fees and expenses of any Professional retained by the Debtors or the Committee in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court, including with respect to any transaction, reorganization, or success fees payable by virtue of Consummation of this Plan.

C. Priority Tax Claims

Unless otherwise agreed to by the Holder of an Allowed Priority Tax Claim and the Debtors, the Reorganized Debtors or BidCo (to the extent such Claim constitutes a Credit Bid Assumed Liability), as applicable, in full and final satisfaction, settlement, release, and discharge of and in exchange for its Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code and, for the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive interest on their Allowed Priority Tax Claims after the Effective Date in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code.

D. Restructuring Expenses

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date (or, with respect to necessary post-Effective Date activities, after the Effective Date), shall be paid in full in Cash on the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms of the orders of the Bankruptcy Court, engagement letters, and Restructuring Term Sheet, as applicable, without any requirement (i) to File a fee application with the Bankruptcy Court, (ii) for Bankruptcy Court review or approval, and/or (iii) submission to any party of itemized time detail. All Restructuring Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least two (2) Business Days before the anticipated Effective Date; provided, however, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. From and after the Petition Date, the Debtors and the Reorganized Debtors (as applicable) shall pay, when due and payable pursuant to the Restructuring Term Sheet, and otherwise in the ordinary course, the Restructuring Expenses whether incurred before, on, or after the Effective Date. On or prior to the Effective Date, or as soon as practicable thereafter, final invoices for all Restructuring Expenses incurred prior to and unpaid as of the Effective Date shall be submitted to the Debtors and shall be paid, or caused to be paid, by the Reorganized Debtors within ten (10) Business Days of receipt of the applicable final invoice. Any Restructuring Expenses that constitute Adequate Protection Obligations (as defined in the Cash Collateral Orders) are entitled to all rights and protections of other Adequate Protection Obligations (as defined in the Cash Collateral Orders).

In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay post Effective Date, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation and defense of the Plan.

ARTICLE III**CLASSIFICATION, TREATMENT, AND VOTING OF CLAIMS AND INTERESTS****A. Classification of Claims and Interests****1. General Terms**

All Claims and Interests, except for those described in Article II, are classified as set forth in this **Error! Reference source not found..** A Claim or Interest is classified (i) in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date and (ii) in another Class to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest also is classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest, as applicable, in that Class. To the extent a specified Class does not include any Allowed Claims or Allowed Interests, as applicable, then such Class shall be eliminated from the Plan for purposes of voting to accept or reject the Plan and shall not be considered in evaluating the Plan's compliance with section 1129(a)(8) of the Bankruptcy Code. If a controversy arises as

to whether any Claims or Interests, or any Classes of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine that controversy on or before the Confirmation Date.

2. Acceptance/Rejection of the Plan

Any Class of Claims or Interests that is Unimpaired under the Plan is deemed to have accepted the Plan and is therefore not entitled to vote to accept or reject the Plan. Likewise, any Class of Claims or Interests that does not entitle the holders of such Claims or Interests to receive or retain any property under the Plan on account of such Claims or Interests is deemed to have rejected the Plan and is therefore not entitled to vote to accept or reject the Plan.

The Plan groups the Debtors together solely for the purpose of describing treatment of Claims and Interests under the Plan, confirmation of the Plan and making distributions in accordance with the Plan in respect of Claims against and Interests in the Debtors under the Plan. Such groupings shall not affect any Debtor's status as a separate legal Person, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal Persons, or cause the transfer of any assets. Except as otherwise provided by or permitted under the Plan, all Reorganized Debtors shall continue to exist as separate legal Persons after the Effective Date.

3. The Classes Under the Plan and Their Voting Rights

Pursuant to section 1122 of the Bankruptcy Code, the classification of Claims and Interests is summarized as follows:

Class	Claim/Interest	Status	Voting Rights
1	Other Secured Claims	Unimpaired	Presumed to Accept
2	Other Priority Claims	Unimpaired	Presumed to Accept
3	First Lien Term Loan Claims	Impaired	Entitled to Vote
4	Second Lien Term Loan Claims	Impaired	Entitled to Vote
5	Third Lien Term Loan Claims	Impaired	Entitled to Vote
6	General Unsecured Claims	Impaired	Entitled to Vote
7	Intercompany Claims and Intercompany Interests	Unimpaired / Impaired	Presumed to Accept / Deemed to Reject
8	Existing Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Classes of Claims and Interests

Each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Allowed Interest, except to the extent less favorable treatment is agreed to by the Debtors or the Reorganized Debtors, as applicable, and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless

otherwise indicated, the Holders of Allowed Claims or Allowed Interests, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter.

1. Class 1 — Other Secured Claims

- (a) *Classification:* Class 1 consists of any Other Secured Claims against any Debtor.
- (b) *Treatment:* Except to the extent a Holder agrees to less favorable treatment, each Holder of an Allowed Other Secured Claim shall receive, at the option of the Debtors, in full and final satisfaction of its Allowed Other Secured Claim: (i) Cash in an amount equal to such Allowed Claim on the later of (a) the Effective Date or as soon as reasonably practicable thereafter and (b) the date that is ten (10) Business Days after the date on which such Other Secured Claim becomes an Allowed Other Secured Claim; (ii) reinstatement of its Allowed Other Secured Claim; or (iii) such other treatment so as to render such Allowed Other Secured Claim Unimpaired.
- (c) *Voting:* Class 1 is Unimpaired under the Plan. Holders of Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

2. Class 2 — Other Priority Claims

- (a) *Classification:* Class 2 consists of any Other Priority Claims against any Debtor.
- (b) *Treatment:* Except to the extent that a Holder agrees to less favorable treatment, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of its Allowed Other Priority Claim, (i) Cash in an amount equal to such Allowed Claim, (ii) reinstatement of its Allowed Other Priority Claims or (iii) other treatment consistent with section 1129(a)(9) of the Bankruptcy Code, as to render such Allowed Other Priority Claim Unimpaired, in each case, payable on the later of (a) the Effective Date or as soon as reasonably practicable thereafter and (b) the date that is ten (10) Business Days after the date on which such Other Priority Claim becomes an Allowed Other Priority Claim.
- (c) *Voting:* Class 2 is Unimpaired under the Plan. Holders of Other Priority Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

3. Class 3 — First Lien Term Loan Claims

- (a) *Classification:* Class 3 consists of all First Lien Term Loan Claims against the Debtors.

- (b) *Allowance:* The First Lien Term Loan Claims shall be Allowed in an aggregate amount of not less than \$376 million.
- (c) *Treatment:* On the Effective Date, except to the extent that a Holder agrees to a less favorable treatment, each Holder of an Allowed First Lien Term Loan Claim shall receive, in full and final satisfaction of its First Lien Term Loan Claim and in consideration for the Credit Bid Transaction, its pro rata share of (i) First Lien Emergence Excess Cash and (ii) the New First Lien Term Loans, subject to the Equitization Election.

Any accrued and unpaid post-petition interest under the First Lien Credit Agreement (which shall accrue at the non-default contract rate during the Chapter 11 Cases) shall be paid in full in Cash on the Effective Date.

Each Holder of an Allowed First Lien Term Loan Claim shall be entitled to elect (the “Equitization Election”) to forgo a portion of its New First Lien Term Loan allocation (such portion, its “Election TL Portion”) in exchange for a portion of the 1L TL Equitization Pool (as defined below) (such portion, its “Election Pool Portion”). Each Holder making the Equitization Election shall be allocated an Election TL Portion equal to the total amount of New First Lien Term Loans it would have otherwise received on account of such Holder’s Equitization Election Term Loan Claims, *provided, however,* that the aggregate Election TL Portion for all Holders shall not exceed \$30 million, and if the aggregate Election TL Portion of all such Holders making the Equitization Election would exceed \$30 million, then \$30 million of aggregate Election TL Portion shall be allocated among Equitizing Holder Institutions on a pro rata basis based on each Equitizing Holder Institution’s holdings of Allowed First Lien Term Loan Claims on the Distribution Record Date relative to the aggregate amount of Allowed First Lien Term Loan Claims held by all Equitizing Holder Institutions on the Distribution Record Date, *provided further,* that for any Equitizing Holder Institution, such Equitizing Holder Institutions’ Election TL Portion shall not exceed the amount of the New First Lien Term Loans it would have otherwise received on account of its Equitization Election Term Loan Claims. The Election Pool Portion of each such Holder making the Equitization Election shall be its pro rata share of the 1L TL Equitization Pool calculated based on its Election TL Portion, and such Holders shall have the ability to allocate such Election Pool Portion and such Election TL Portion among its Affiliates; *provided* that, any 1L TL Equitization Excess Cash portion in the 1L TL Equitization Pool shall be allocated in reverse order of size of each Holder’s Election TL Portion (such that a Holder’s pro rata share of the 1L TL Equitization Pool may consist solely of Cash), unless otherwise agreed.

The “1L TL Equitization Pool” shall consist of (i) 1L TL Equitization Excess Cash (if any) and (ii) BidCo Equity equal to 20% of total BidCo Equity less 0.4878% per \$1 million of 1L TL Equitization Excess Cash,

provided, that, for the avoidance of doubt, any BidCo Equity in the 1L TL Equitization Pool shall be subject to dilution by the MIP.

“First Lien Emergence Excess Cash” means the Initial First Lien Excess Cash plus the Remaining First Lien Excess Cash.

“Initial First Lien Excess Cash” means all Emergence Excess Cash up to \$149.727 million.

“1L TL Equitization Excess Cash” means Emergence Excess Cash in excess of \$149.727 million and up to \$190.727 million.

“Remaining First Lien Excess Cash” means Emergence Excess Cash in excess of \$190.727 million.

- (d) *Voting:* Class 3 is Impaired under the Plan, and the Holders of First Lien Term Loan Claims are entitled to vote to accept or reject the Plan.

4. Class 4 — Second Lien Term Loan Claims

- (a) *Classification:* Class 4 consists of all Second Lien Term Loan Claims against the Debtors.
- (b) *Allowance:* The Second Lien Term Loan Claims shall be Allowed in an aggregate amount of not less than \$340 million.
- (c) *Treatment:* On the Effective Date, except to the extent that such Holder agrees to a less favorable treatment, each Holder of an Allowed Second Lien Term Loan Claim shall receive, in full and final satisfaction of such Claim and in consideration for the Credit Bid Transaction, its pro rata share of 100% of the BidCo Equity, subject to dilution by any BidCo Equity in the 1L TL Equitization Pool, the Advisory Equity and the Management Incentive Plan.
- (d) *Voting:* Class 4 is Impaired under the Plan and the Holders of Second Lien Term Loan Claims are entitled to vote to accept or reject the Plan.

5. Class 5 — Third Lien Term Loan Claims

- (a) *Classification:* Class 5 consists of all Third Lien Term Loan Claims against the Debtors.
- (b) *Allowance:* The Third Lien Term Loan Claims shall be Allowed in an aggregate principal amount of \$31 million.
- (c) *Treatment:* On the Effective Date, each Holder of an Allowed Third Lien Term Loan Claim shall receive, in full and final satisfaction of such Claim,

its pro rata share of (i) \$9.25 million in Cash, *plus* (ii) any portion of the Third Lien Restructuring Expenses Amount not used to pay the Restructuring Expenses of the Specified Third Lien Parties.

- (d) *Voting:* Class 5 is Impaired under the Plan and the Holders of Third Lien Term Loan Claims are entitled to vote to accept or reject the Plan.

6. Class 6 — General Unsecured Claims

- (a) *Classification:* Class 6 consists of all General Unsecured Claims.
- (b) *Treatment:* On the Effective Date, each Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction of its General Unsecured Claim, its pro rata share of the GUC Trust Interests.
- (c) *Voting:* Class 6 is Impaired under the Plan and Holders of General Unsecured Claims are entitled to vote to accept or reject the Plan.

7. Class 7 —Intercompany Claims and Intercompany Interests

- (a) *Classification:* Class 7 consists of all Intercompany Claims and Intercompany Interests.
- (b) *Treatment:* On the Effective Date, all Intercompany Claims and Intercompany Interests will be adjusted, reinstated, or cancelled, to the extent determined to be appropriate by the Reorganized Debtors and the Required Consenting Lenders, each acting reasonably.
- (c) *Voting:* Class 7 is conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Claims Interests are not entitled to vote to accept or reject the Plan.

8. Class 8 — Existing Equity Interests

- (a) *Classification:* Class 8 consists of all Existing Equity Interests.
- (b) *Treatment:* On the Effective Date, all Existing Equity Interests shall be cancelled, released, and extinguished, and their Holders shall neither receive nor retain any property on account of such Interests.
- (c) *Voting:* Class 8 is Impaired under the Plan. Holders of Existing Equity Interests are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing under the Plan shall affect, diminish, or impair the rights of the Debtors, the Reorganized Debtors or BidCo, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims; and, except as otherwise specifically provided in the Plan, nothing herein shall be deemed to be a waiver or relinquishment of any claim, Cause of Action, right of setoff, or other legal or equitable defense that the Debtors had immediately prior to the Petition Date, against or with respect to any Claim that is Unimpaired (including, for the avoidance of doubt, any Claim that is Reinstated) by the Plan. Except as otherwise specifically provided in the Plan and the Credit Bid Purchase Agreement, the Reorganized Debtors or BidCo, as applicable, shall have, retain, reserve, and be entitled to assert all such Claims, Causes of Action, rights of setoff, and other legal or equitable defenses that the Debtors had immediately prior to the Petition Date fully as if the Chapter 11 Cases had not been commenced, and all of the Reorganized Debtors' and BidCo's legal and equitable rights with respect to any Reinstated Claim or Claim that is otherwise Unimpaired by this Plan may be asserted after the Confirmation Date and the Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

D. Elimination of Vacant Classes

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

E. No Waiver

Nothing contained in the Plan shall be construed to waive a Debtor's or other Person's or Entity's right to object on any basis to any Disputed Claim.

F. Voting Classes; Presumed Acceptance by Non-Voting Classes

If a Class contains Claims or Interests eligible to vote and no Holders of Claims or Interests eligible to vote in such Class vote to accept or reject the Plan, the Plan shall be presumed accepted by such Class.

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

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to Article III.B herein. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right, subject to the consent rights set forth in the Restructuring Support Agreement, and subject to the terms of the Restructuring Support Agreement, to modify the Plan in accordance with Article X herein to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims

or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

H. Controversy Concerning Impairment

If a controversy arises as to whether any Claim or Interest, or any Class of Claims or Interests, is Impaired, the Bankruptcy Court shall, after notice and a hearing, resolve such controversy on the Confirmation Date or such other date as fixed by the Bankruptcy Court.

I. Subordinated Claims

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective Distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors or the Reorganized Debtors, as applicable, reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

ARTICLE IV PROVISIONS FOR IMPLEMENTATION OF THE PLAN

A. General Settlement of Claims and Interests

As discussed in detail in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, Distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Interests, and controversies resolved pursuant to the Plan that a Claim or an Interest Holder may have with respect to any Allowed Claim or Allowed Interest or any Distribution to be made on account of such Allowed Claim or Allowed Interest, including pursuant to the transactions set forth in the Restructuring Support Agreement. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromises and settlements are in the best interests of the Debtors, their Estates, and Holders of Allowed Claims and Allowed Interests, and is fair, equitable, and within the range of reasonableness. Subject to the provisions of this Plan governing Distributions, all Distributions made to Holders of Allowed Claims and Allowed Interests in any Class are intended to be and shall be final.

B. Restructuring Transactions

On the Effective Date, the applicable Debtors, Reorganized Debtors and BidCo shall enter into the transactions contemplated in the Credit Bid Purchase Agreement, Restructuring Support Agreement, Restructuring Term Sheet, Restructuring Steps Plan, and GUC Settlement and shall take any actions as may be necessary or appropriate to effectuate the Restructuring Transactions (to the extent not already effected), including, as applicable, to effectuate the Credit Bid Transaction and a corporate restructuring of the overall corporate structure of the Debtors, to the

extent provided herein, the Restructuring Support Agreement, the Restructuring Term Sheet, the GUC Settlement, or in the Definitive Documents, including: (a) the issuance, transfer, or cancellation of any Securities, notes, instruments, Certificates, and other documents required to be issued, transferred, or cancelled pursuant to the Plan or any Restructuring Transaction, (b) the issuance of the BidCo Equity, (c) the issuance of the New Revolving Facility and entry into the New Revolving Facility Documents, (d) the issuance of the New First Lien Term Loan Facility and entry into the New First Lien Term Loan Facility Documents, (e) the entry into the New ICA, and (f) execution of the New Governance Documents, in each case, subject to the Plan and the consent rights, agreements, and obligations contained in the Restructuring Support Agreement and Restructuring Term Sheet; (g) the funding of the Wind-Down Reserve; (h) entry into the Advisory Agreement; (i) entry into the Transition Services Agreement, (j) entry into the GUC Trust Documents; (k) such other transactions that, in the reasonable business judgment of the Reorganized Debtors are required to effectuate the Restructuring Transactions; and (l) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

On the Effective Date, all Credit Bid Purchased Assets shall be transferred to and vest in BidCo Buyer free and clear of all Liens, Claims, Causes of Action, interests, charges, or other encumbrances (other than the Credit Bid Permitted Liens and Credit Bid Assumed Liabilities) pursuant to sections 363, 1123, 1141(b) and 1141(c) of the Bankruptcy Code.

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

C. GUC Settlement

The Plan incorporates and implements the GUC Settlement, a compromise and settlement of numerous issues and disputes between and among (a) the Debtors, (b) the Committee, (c) the Holders of First Lien Claims and Holders of Second Lien Claims, and (d) the Sponsor, among others. Except as otherwise expressly set forth herein or in the Confirmation Order or Sale Order, as applicable, the GUC Settlement constitutes a settlement of all potential issues and claims between and among (a) the Debtors, (b) the Committee, (c) the Holders of First Lien Claims and Holders of Second Lien Claims, and (d) the Sponsor, among others.

D. Section 1146(a) Exemption

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code and applicable law, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under the Plan or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt or equity Security, or of other interest in the Debtors, the Reorganized Debtors or BidCo; (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds,

bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, personal property transfer tax, sales or use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment. Upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146 of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

E. Employee and Retiree Benefits

Unless otherwise provided herein or in the Confirmation Order (including as modified by the Management Incentive Plan) or in the Credit Bid Purchase Agreement, rejected pursuant to a separate order of the Bankruptcy Court, designated as a contract or lease to be rejected on the Schedule of Rejected Executory Contracts and Unexpired Leases, or the subject of a separate rejection motion filed by the Debtors, and subject to Article V and the consent of the Required Consenting Lenders, BidCo, shall assume all employment agreements, including any severance, retention, and incentive compensation programs in place as of the Effective Date. Pursuant to section 1129(a)(13) of the Bankruptcy Code, from and after the Effective Date, all retiree benefits (as such term is defined in section 1114 of the Bankruptcy Code), if any, shall continue to be paid in accordance with applicable law.

Other than as otherwise contemplated in the Plan or other Definitive Documents, for the avoidance of doubt, no provision in any agreement, plan, or arrangement to be assumed pursuant to the foregoing paragraph relating to the award of equity or equity-like compensation shall be binding on, or honored by, the Reorganized Debtors or BidCo. Nothing in this Plan shall limit, diminish, or otherwise alter the Reorganized Debtors' or BidCo's defenses, claims, Causes of Action, or other rights with respect to any such contracts, agreements, policies, programs and plans.

F. Sources of Consideration for Plan Distributions

The distributions under the Plan shall be funded with (a) the issuance of the BidCo Equity, (b) the issuance of or borrowings under (i) the New Revolving Facility and (ii) the New First Lien Term Loan Facility, and (c) Cash on hand. Each such distribution and issuance referred to in Article IV shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Person or Entity receiving such distribution or issuance without the need for execution by any party thereto other than the applicable Reorganized Debtor(s) or BidCo entity.

1. BidCo Equity

On the Effective Date, BidCo Parent shall issue the BidCo Equity pursuant to the Plan and the Restructuring Steps Plan. The issuance of the BidCo Equity, including, if applicable, equity awards reserved for the Management Incentive Plan, by BidCo shall be authorized without the need for any further corporate or other action by the BidCo or by Holders of any Claims or Interests. All of the shares (or comparable units) of BidCo Equity issued pursuant to the Plan shall be duly authorized, validly issued, fully paid, and non-assessable and shall not have been issued in violation of any preemptive rights, rights of first refusal or similar rights or any applicable law. Each distribution and issuance of BidCo Equity shall be governed by the terms and conditions set forth in the Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance without the need for execution by any party thereto other than the applicable BidCo entity. Any Entity's acceptance of BidCo Equity shall be deemed as its agreement to the New Governance Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their respective terms. The BidCo Equity will not be registered under the Securities Act or listed on any exchange as of the Effective Date. The Reorganized Debtors need not provide any further evidence other than the Plan or the Confirmation Order with respect to the treatment of the BidCo Equity under applicable securities Laws in connection with the Plan. Notwithstanding anything to the contrary in the Plan, no Entity shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the BidCo Equity is exempt from registration, and any transfer agent, or other similarly situated agent, trustee, or other non-governmental Entity shall accept and rely upon the Plan and the Confirmation Order in lieu of a legal opinion for purposes of determining whether the initial offer and sale of the BidCo Equity were exempt from registration under section 1145 of the Bankruptcy Code, and whether the BidCo Equity was, under the Plan, validly issued, fully paid, and non-assessable.

Pursuant to section 1145 of the Bankruptcy Code, to the maximum extent permitted by law, the offering, issuance, and distribution of the BidCo Equity in respect of eligible Allowed Claims pursuant to the Plan shall be exempt from, among other things, the registration and/or prospectus delivery requirements of section 5 of the Securities Act and any other applicable federal, state, local or other law requiring registration and/or delivery of prospectuses prior to the offering, issuance, distribution, or sale of Securities. Such BidCo Equity, (a) will not constitute "restricted securities" as defined in rule 144(a)(3) under the Securities Act and (b) will be freely tradable and transferable in the United States by each recipient thereof that (i) is an entity that is not an "underwriter" as defined in section 1145(b)(1) of the Bankruptcy Code, (ii) is not an "affiliate" of the Debtors as defined in Rule 144(a)(1) under the Securities Act, (iii) has not been such an "affiliate" within 90 days of the time of the transfer, and (iv) has not acquired such securities from an "affiliate" within one year of the time of transfer. Notwithstanding the foregoing, such BidCo Equity shall remain subject to compliance with applicable securities laws and any rules and regulations of the SEC, if any, applicable at the time of any future transfer of such BidCo Equity and subject to any restrictions in the New Organizational Documents. To the extent the issuance under section 1145 of the Bankruptcy Code is not available, the BidCo Equity will be issued without registration under the Securities Act in reliance upon section 4(a)(2) of the Securities Act or Regulation D promulgated thereunder or Regulation S promulgated thereunder. To the extent issued in reliance on section 4(a)(2) of the Securities Act or Regulation D thereunder

or Regulation S promulgated thereunder, such BidCo Equity will be “restricted securities” subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration under the Securities Act and other applicable Law and subject to any restrictions in the New Organizational Documents.

2. New Revolving Facility and the New First Lien Term Loan Facility

On the Effective Date, BidCo Buyer and the other loan parties under the New Revolving Facility and the New First Lien Term Loan Facility shall enter into such facilities on the terms set forth in the New Revolving Facility Documents and the New First Lien Term Loan Facility Documents.

Confirmation of the Plan shall be deemed approval of the New Revolving Facility Documents and the New First Lien Term Loan Facility Documents (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred and fees paid by the Debtors or BidCo in connection therewith), to the extent not approved by the Bankruptcy Court previously, and the Debtors and BidCo, as applicable, are authorized to execute and deliver those documents necessary or appropriate to consummate the applicable New Revolving Facility Documents and the New First Lien Term Loan Facility Documents without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or vote, consent, authorization, or approval of any Person or Entity, subject to such modifications as may be agreed between the Debtors or Bidco and the Required Consenting Lenders.

On the Effective Date, and without the need for any further corporate action or other action by holders of Claims or Interests, all of the Liens and security interests to be granted in accordance with the New First Lien Term Loan Facility Documents and the New Revolving Facility Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the New First Lien Term Loan Facility Documents and the New Revolving Facility Documents, (c) shall be deemed automatically perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the New First Lien Term Loan Facility Documents and the New Revolving Facility Documents, and (d) shall not be subject to recharacterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. BidCo and the persons and entities granted such Liens and security interests shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

G. Corporate Action

Upon the Effective Date, all actions contemplated under the Plan (including the Restructuring Steps Plan) and all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date) shall be deemed authorized and approved in all respects.

All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, and any corporate action required by the Debtors or the Reorganized Debtors, as applicable, in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, or officers of the Debtors or the Reorganized Debtors, as applicable. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including the transactions contemplated by the Credit Bid Purchase Agreement and the Transition Services Agreement. The authorizations and approvals contemplated by this Article IV.G shall be effective notwithstanding any requirements under non-bankruptcy law.

H. Corporate Existence

Except as otherwise provided in the Plan or Plan Supplement, each Debtor, as Reorganized Debtors, shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and by-laws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and by-laws (or other formation documents) are amended under the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any requisite filings required under applicable law). As soon as reasonably practicable after the Effective Date, the actions described in the Restructuring Steps Plan required to be taken after the Effective Date shall be taken, including that the Reorganized Debtors shall be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On the Effective Date, the by-laws (or other governance documents) of the Reorganized Debtors shall be deemed modified to restrict the issuance of non-voting securities in accordance with section 1123(a)(6) of the Bankruptcy Code.

I. Vesting of Assets in the Reorganized Debtors

Except as otherwise provided in the Plan, the Plan Supplement, the Confirmation Order, the Sale Order, the Credit Bid Purchase Agreement, or in any other agreement, instrument, or other document incorporated in the Plan, on the Effective Date, all property in each Debtor's Estate, all

Claims, rights, defenses, and Causes of Action of the Debtors, and any property acquired by any of the Debtors under the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, Causes of Action, charges, or other encumbrances. If the Reorganized Debtors default in performing under the provisions of the Plan and the Chapter 11 Cases are converted to Chapter 7, all property vested in each Reorganized Debtor and all subsequently acquired property owned as of or after the conversion date shall revest and constitute property of the bankruptcy Estates in such Chapter 7 cases. On and after the Effective Date, except as otherwise provided herein, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

J. Cancellation of Prepetition Credit Agreements, Notes, Instruments, Certificates, and Other Documents

Except as otherwise provided in the Plan, the Confirmation Order, any agreement, instrument or other document entered into in connection with or pursuant to the Plan, the Restructuring Support Agreement, or the Restructuring Term Sheet, on the Effective Date, all credit agreements, security agreements, intercreditor agreements, notes, instruments, Certificates, and other documents evidencing Claims or Interests shall be cancelled and the obligations of the Debtors or the Reorganized Debtors thereunder or in any way related thereto shall be discharged and deemed satisfied in full, and the Agents/Trustees shall be automatically and fully discharged and released of all of their duties and obligations thereunder except as may be necessary to effectuate the terms of this Plan, including, but not limited to, the purposes listed in subsections (a) through (j) hereof; *provided, that*, notwithstanding Confirmation or the occurrence of the Effective Date, any such document that governs the rights or obligations of the Holder of a Claim or Interest shall continue in effect solely for purposes of (a) enabling Holders of Allowed Claims and Allowed Interests to receive Distributions under the Plan as provided herein, (b) preserving, governing, exercising and enforcing any contractual rights and obligations among the Agents and the lenders or Holders party thereto (including, without limitation, compensation, indemnification, contribution, expense reimbursement, and Distribution provisions), (c) preserving any rights of the Agents thereunder to maintain, exercise, and enforce any applicable rights of indemnity, compensation, reimbursement, contribution, or subrogation or any other claim or entitlement, in each case solely as against any money or property distributable to the applicable Holders under this Plan, (d) permitting and preserving the rights of each Agent to perform any functions that are necessary to effectuate the immediately foregoing, including appearing and being heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, including, but not limited to, enforcing any obligations owed to the Agents or Holders of such Claims or Interests, (e) facilitating the entry into the New Revolving Facility and the New Revolving Facility Documents, (f) facilitating the entry into the New First Lien Term Loan Facility and the New First Lien Term Loan Facility Documents, (g) facilitating the entry into the New ICA, (h) facilitating the entry into the New Governance Documents, and (i) furthering any other purpose as set forth in the Restructuring Support Agreement and the Restructuring Term Sheet.

In addition, to the extent that written notice is provided to the Debtors prior to entry of the Confirmation Order notifying the Debtors that a Specified Surviving Obligation (as defined in the RCF Payoff Letter (as defined in the Final Cash Collateral Order)) has been liquidated and is no

longer contingent, such liquidated Claim(s) shall be paid in full in Cash on the Effective Date in accordance with the terms of the First Lien Credit Agreement.

K. Effectuating Documents; Further Transactions

On and after the Effective Date, the Reorganized Debtors, and the officers and members of the boards of directors and managers thereof, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the Securities issued pursuant to the Plan in the name of and on behalf of the Reorganized Debtors, without the need for any approvals, authorizations, or consents except for those expressly required under the Plan.

L. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors shall retain and may enforce all rights to commence and pursue or settle any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action included in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, in each case other than (i) the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article VIII, which shall be deemed released and waived by the Debtors and Reorganized Debtors as of the Effective Date and (ii) the Causes of Action that constitute Credit Bid Purchased Assets, which shall be transferred to BidCo Buyer in accordance with the Credit Bid Purchase Agreement and which, in the case of the New Jersey Action, shall remain subject to the GUC Settlement, the Commercial Tort Claim Share and the GUC Trust Agreement.

The Reorganized Debtors may pursue or settle such Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors. **No Entity (other than the Required Consenting Lenders) 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 Reorganized Debtors will not pursue any and all available Causes of Action of the Debtors against it. Except as specifically released under the Plan or pursuant to a Final Order (including, without limitation, the Cash Collateral Orders), the Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Person or Entity.** Unless any Causes of Action of the Debtors are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or pursuant to a Final Order, the Reorganized Debtors expressly reserve all such Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Reorganized Debtors reserve and shall retain the Causes of Action of the Debtors notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code

and except as expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or pursuant to a Final Order, any Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order, or approval of the Bankruptcy Court.

For the avoidance of doubt and notwithstanding anything to the contrary in this Article IVL, (i) the Debtors and the Reorganized Debtors do not reserve any Claims or Causes of Action that have been expressly released by the Debtors pursuant to the Debtor Release (including, for the avoidance of doubt, Claims against the Consenting Lenders and the Sponsor), (ii) subject to clause (i), any Causes of Action that constitute Credit Bid Purchased Assets shall be transferred to BidCo Buyer in accordance with the Credit Bid Purchase Agreement (but, in the case of the New Jersey Action, shall remain subject to the GUC Settlement, the GUC Commercial Tort Claim Share and the GUC Trust Agreement) and (iii) all preference actions pursuant to section 547 of the Bankruptcy Code against the Holders of General Unsecured Claims that are trade creditors (*i.e.*, Entities that provided goods or services to the Debtors) shall be released on the Effective Date.

M. Management Incentive Plan

BidCo shall implement a Management Incentive Plan reserving up to 10% of the BidCo Equity for awards to their management employees, which will otherwise contain terms and conditions as determined by the New Board. For the avoidance of doubt, any BidCo Equity issued or reserved for issuance under the Management Incentive Plan will be calculated on a fully-diluted and fully-distributed basis.

N. Directors and Officers of the Reorganized Debtors.

As of the Effective Date, the terms of the current members of the board of directors or board of managers, as applicable, of each of the Debtors shall expire, and the new directors and officers of the Reorganized Debtors and BidCo shall be appointed. Except to the extent that a current member of the board of directors or board of managers, as applicable, of a Debtor is designated to serve as a director, manager, or sole manager of a Reorganized Debtor, the current members of the board of directors or board of managers, as applicable, of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the respective Debtor on or after the Effective Date, and each such director shall be deemed to have resigned or shall otherwise cease to be a manager of or director of the respective Debtor on the Effective Date. Each of the directors, managers, sole managers and officers of each of the Reorganized Debtors and BidCo shall serve pursuant to the terms of the applicable governance documents for such entity and may be designated, replaced, or removed in accordance with such governance documents for such entity.

O. Wind-Down Officer

On and after the Effective Date, the Wind-Down Officer shall act for the Reorganized Debtors in the same fiduciary capacity as applicable to a board of managers, directors, officers, or

other Governing Body, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same), and shall be subject to the GUC Trust Agreement. On the Effective Date, the authority, power, and incumbency of the persons acting as managers, officers, directors, or member of any other Governing Body of each Reorganized Debtor shall be deemed to have resigned, solely in their capacities as such, and the Wind-Down Officer shall be appointed as the sole manager, and sole officer of each Reorganized Debtor, and shall succeed to the powers of the respective Reorganized Debtor's managers, directors, officers, and members of any other Governing Bodies without any further action required on the part of the respective Reorganized Debtor, the members or any other equity holders of the respective Reorganized Debtor, or the officers, directors, managers, or Governing Body, as applicable, of the respective Reorganized Debtor, in each case in accordance with the Plan, Restructuring Support Agreement and Restructuring Steps Plan and the GUC Trust Agreement (as to the extent applicable). The foregoing shall not limit the authority of the respective Reorganized Debtor the Wind-Down Officer, as applicable, to continue the employment of any former manager or officer.

As of the Effective Date, the Wind-Down Officer is authorized to execute, file, or record such contracts, instruments, releases, indentures, and other agreements or documents, and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, Restructuring Support Agreement and Restructuring Steps Plan and the GUC Trust Agreement and the continuation of the Reorganized Debtors until wound down, in accordance with the Wind-Down Budget. Subject in all respects to the terms of this Plan, the Restructuring Support Agreement and the Restructuring Steps Plan and the GUC Trust Agreement, the Wind-Down Officer shall have the power and authority to take any action necessary to dissolve and wind down the Reorganized Debtors, and shall file a certificate of cancellation for the Reorganized Debtors, or such other documentation required to dissolve such entities, together with all other necessary corporate and company documents, to effect the dissolution and winding up of the Reorganized Debtors under the applicable laws of its state of formation. The filing by the Wind-Down Officer of the Reorganized Debtor's certificate of cancellation shall be authorized and approved in all respects without further action under applicable law, regulation, order, or rule. The Wind-Down Officer shall be authorized to certify or attest to any of the foregoing actions.

P. GUC Trust

1. Interest in the GUC Trust

Any and all GUC Trust Interests will not, and are not intended to, constitute "securities" and will not be registered pursuant to the Securities Act, as amended, or any state securities law. However, if it should be determined that the GUC Trust Interests constitute "securities," the exemption provisions of section 1145 of the Bankruptcy Code will apply to the GUC Trust Interests. Any and all GUC Trust Interests shall not be certificated, shall be subject to certain restrictions, shall be non-transferable (other than if transferred by will, intestate succession, or otherwise by operation of law). However, if it should be determined that GUC Trust Interests constitute "securities," the exemption provisions of section 1145 of the Bankruptcy Code will apply to the GUC Trust Interests.

2. Creation and Governance of the GUC Trust

Notwithstanding anything contained in the Plan, the Plan Supplement, any Definitive Document or the Credit Bid Purchase Agreement, on the Effective Date, (a) the GUC Trust Agreement shall be executed and delivered by the parties thereto, and GUC Trust shall be established pursuant to the GUC Trust Agreement and the other GUC Trust Documents, (b) all GUC Trust Interests shall be distributed to Holders of Allowed General Unsecured Claims in accordance with the Plan, and (c) the Debtors shall be deemed to transfer to the GUC Trust all of their rights, title, and interest in and to all of (i) the GUC Cash Pool and (ii) GUC Commercial Tort Claim Share, in each case free and clear of all Liens, charges, Claims, encumbrances, and interests, in accordance with section 1141 of the Bankruptcy Code. The GUC Trust shall be formed for the exclusive benefit of the Holders of Allowed General Unsecured Claims.

The transfer of GUC Trust Assets to the GUC Trust shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. The GUC Trustee shall be the exclusive administrator of the assets of the GUC Trust for purposes of 31 U.S.C. § 3713(b) and section 6012(b)(3) of the IRC, as well as the representatives of the Estate of each of the Debtors appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, solely for purposes of carrying out the GUC Trustee's duties under the GUC Trust Agreement.

The GUC Trust shall be governed by the GUC Trust Agreement and administered by the GUC Trustee. The powers, rights, and responsibilities of the GUC Trustee shall be specified in the GUC Trust Agreement and shall include the authority and responsibility to, among other things, (i) administer the GUC Trust and the GUC Trust Assets, (ii) reconcile, resolve, contest, object to, seek to subordinate, compromise or settle all General Unsecured Claims that constitute Disputed Claims ("**GUC Claims Reconciliation**"), (iii) monitor the New Jersey Action and enforce the GUC Commercial Tort Claim Share, (iv) facilitate distributions to Holders of the GUC Trust Interests, and (v) perform such other functions as may be necessary or advisable to administer the GUC Trust and implement the GUC Settlement.

The GUC Trustee shall hold and distribute the proceeds of the GUC Trust in accordance with the provisions of this Plan and the GUC Trust Agreement.

On and after the Effective Date, the Debtors, Reorganized Debtors, and BidCo, as applicable, shall have no legal or beneficial interest in the GUC Trust Assets, and such GUC Trust Assets shall be held by the GUC Trust free and clear of all Liens, Claims and encumbrances.

3. GUC Trustee

From and after the Effective Date, the GUC Trustee, on behalf of the GUC Trust, may employ, without further order of the Bankruptcy Court, professionals to assist in carrying out its duties hereunder and may compensate and reimburse the reasonable expenses of those professionals without further order of the Bankruptcy Court from the GUC Trust Assets in accordance with the GUC Trust Agreement. For the avoidance of doubt, neither the Reorganized Debtors nor BidCo shall be responsible for any costs, fees, or expenses of the GUC Trust, unless otherwise agreed in writing.

The GUC Trust Agreement shall include reasonable and customary provisions that allow for indemnification of the GUC Trustee by the GUC Trust. Any such indemnification shall be the sole responsibility of the GUC Trust and payable solely from the GUC Trust Assets.

4. Cooperation of the Reorganized Debtors and BidCo

The Reorganized Debtors and BidCo shall reasonably cooperate with the GUC Trust, the GUC Trustee and their agents and representatives in the administration of the GUC Trust, including, providing reasonable access to books and records with respect to (a) GUC Claims Reconciliation, (b) the New Jersey Action, including the status thereof, and any proceeds generated or recovered from such action, and (c) administering the GUC Trust. The Reorganized Debtors and BidCo shall undertake reasonable efforts to assist the GUC Trust in connection with the foregoing, and the GUC Trust may enter into agreements with the Reorganized Debtors and BidCo in order to obtain information from the Reorganized Debtors and BidCo on a confidential basis, without being restricted by or waiving any applicable work product, attorney-client, or other privilege. The GUC Trust's receipt of documents, information or communications from the Reorganized Debtors or BidCo, as applicable, shall not constitute a waiver of any privilege. For the avoidance of doubt, the GUC Trust shall not be responsible for legal fees, if any, incurred by the Reorganized Down Debtors or BidCo in fulfilling its obligations under this Article IVP or any other provisions of this Plan.

5. GUC Commercial Tort Claim Share

BidCo shall prosecute the New Jersey Action in good faith and in an expeditious manner. The Reorganized Debtors and BidCo shall, upon the reasonable request of the GUC Trustee, provide the GUC Trustee with information as to the status of the New Jersey Action, including the litigation, prosecution or settlement negotiations in connection therewith, and shall consult with the GUC Trustee in connection with the foregoing; *provided, however*, that any settlement or resolution of the New Jersey Action shall require the prior written consent of the GUC Trustee (which consent shall not be unreasonably withheld or delayed) to the extent such settlement would result in a GUC Commercial Tort Claim Share of less than \$5 million in the aggregate, payable in full promptly following the consummation of the settlement.

Upon BidCo receiving any proceeds with respect to the GUC Commercial Tort Claim Share, whether as a result of a judgment, settlement, or otherwise, BidCo shall pay such proceeds into the GUC Trust within ten (10) business days of BidCo's receipt thereof.

6. Tax Treatment

In furtherance of this Article IVP, (a) the GUC Trust shall be structured to qualify as a "liquidating trust" within the meaning of Treasury Regulation section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, subject to the DOF Election, as a "grantor trust" within the meaning of sections 671 through 679 of the Tax Code owned by the holders of GUC Trust Interests, which shall be treated as the grantors and deemed owners of such trust, consistent with the terms of the Plan, (b) the sole purpose of the GUC Trust shall be the liquidation and distribution of the GUC Trust Assets in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade

or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the GUC Trust, (c) for U.S. federal income tax purposes, all parties (including the Debtors and the Estates, holders of GUC Trust Interests and the GUC Trustee) shall treat the transfer of GUC Trust Assets (net of any applicable liabilities) to the GUC Trust for the benefit of the Holders of GUC Trust Interests as, the transfer by the Debtors of the GUC Trust Assets, subject to applicable liabilities and obligations, directly to the holders of GUC Trust Interests in satisfaction of their Claims, followed by the transfer of such assets by such holders to the GUC Trust, (d) all parties shall report consistently with the valuation of the GUC Trust Assets transferred to the GUC Trust as determined by the GUC Trustee (or its designee), including for U.S. federal income tax purposes, (e) the GUC Trustee shall be responsible for filing returns for the GUC Trust as a “grantor trust” pursuant to Treasury Regulation section 1.671-4(a), and (f) the GUC Trustee shall annually send to each holder of GUC Trust Interests a separate statement regarding the receipts and expenditures of the trust as relevant for U.S. federal, state and local income tax purposes.

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the GUC Trustee of a private letter ruling if the GUC Trustee so requests one, or adverse determination by the IRS upon audit), the GUC Trustee may timely elect to timely make a DOF Election (and make any other appropriate elections) unless, either all of the GUC Trust Assets have been distributed to the holders of the GUC Trust Interests or the percentage of the GUC Trust Assets distributable to each holder of the GUC Trust Interests has become fixed and determinable, and (y) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. If a DOF Election is made, all parties (including the Debtors and the Estates, holders of GUC Trust Interests and the GUC Trustee) shall report for U.S. federal, state, and local income tax purposes consistently with the foregoing. As to any assets allocable to, or retained on account of, Disputed General Unsecured Claims, all distributions shall be net of any expenses, including taxes, relating to the retention or disposition of such assets, and the GUC Trustee shall be responsible for payment, solely out of the assets of such retained assets, of any taxes imposed on or in respect of such assets. All parties (including the Debtors, Reorganized Debtors, BidCo, the Estates, the GUC Trust Trustee and the holders of GUC Trust Interests) will be required to report for tax purposes consistently with the foregoing.

For U.S. federal income tax purposes, all parties (including BidCo, the Debtors and the Estates, and the GUC Trustee) shall treat the receipt by BidCo of any portion of the GUC Commercial Tort Claim Share as the receipt by BidCo of such amount as an agent acting on behalf of the GUC Trust, and all parties shall report consistently with the foregoing, including for U.S. federal income tax purposes unless otherwise required by a determination within the meaning of section 1313 of the Tax Code.

The GUC Trustee may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all tax returns filed by or on behalf of the GUC Trust for all taxable periods through the dissolution of the GUC Trust.

7. Termination and Dissolution of the GUC Trust

The GUC Trustee’s obligations shall be discharged, the GUC Trust Agreement shall be terminated, and the GUC Trust shall be dissolved, as the case may be, at such time as all GUC

Trust Assets have been distributed to the Holders of GUC Trust Interests as required under the Plan and the GUC Trust Agreement. In no event shall the Liquidating Trust be dissolved later than five (5) years from the Effective Date unless extended by an order of the Bankruptcy Court.

Upon dissolution of the GUC Trust, any remaining GUC Trust Assets shall be distributed to holders of Allowed General Unsecured Claims in accordance with the Plan and the GUC Trust Agreement, as appropriate. The GUC Trust may abandon any non-Cash assets that the GUC Trustee, in its discretion determines to be of inconsequential value or impractical to distribute to holders of GUC Trust Interests. To the extent the GUC Trust retains any residual Cash or GUC Trust Assets, but such assets, net of GUC Trust expenses, are in the discretion of the GUC Trustee insufficient or impractical to effectuate any further distribution pursuant to the Plan or the GUC Trust Agreement, the GUC Trust is authorized and empowered to donate such residual GUC Trust Assets to a section 501(c)(3) of the Tax Code non-profit organization selected by the GUC Trustee in its discretion.

ARTICLE V TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, except as otherwise provided herein, each Executory Contract and Unexpired Lease shall be assumed by the applicable Reorganized Debtors in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than: (1) those that are identified on the Rejected Executory Contract and Unexpired Lease List; (2) those that have been previously rejected by a Final Order (including the Rebate Rejection Orders); (3) those that are the subject of a motion to reject Executory Contracts or Unexpired Leases that is pending on the Effective Date; or (4) those that are subject to a motion to reject an Executory Contract or Unexpired Lease pursuant to which the requested effective date of such rejection is after the Effective Date; *provided* the Debtors or the Reorganized Debtors, as applicable, retain the right to alter, amend, modify or supplement the Rejected Executory Contract and Unexpired Lease List, including by way of adding or removing a particular Executory Contract or Unexpired Lease from the Rejected Executory Contract and Unexpired Lease List at any time through and including the Effective Date (which updated list(s) shall be Filed as part of an amended Plan Supplement, with counterparties to any Executory Contracts or Unexpired Leases added to the Assumed Executory Contracts or Unexpired Leases List having until 14 days after service of the amended list to object to the proposed assumption or Cure Amount, and with counterparties to any Executory Contracts or Unexpired Leases added to the Rejected Executory Contracts or Unexpired Lease List having until 30 days after the Effective Date to File any Proofs of Claim with respect to Claims arising from such rejection); *provided, further*, that the Rejected Executory Contract and Unexpired Lease List shall at all times be acceptable to the Required Consenting Lenders, and the Debtors or the Reorganized Debtors, as applicable, shall not seek to assume or reject Executory Contracts and Unexpired Leases, except with the prior written consent (which may be provided through electronic mail) of the Required Consenting Lenders; *provided, further*, that the Executory Contract and Unexpired Leases that constitute Credit Bid Purchased Assets shall be assigned to

BidCo Buyer and BidCo shall not have any liability or obligations under or related to any Executory Contract or Unexpired Lease that does not constitute a Credit Bid Purchased Asset.

Entry of the Confirmation Order shall constitute an order of the Bankruptcy Court approving the assumptions, assumptions and assignments (if applicable), or rejections of the Executory Contracts or Unexpired Leases as set forth in the Plan, the Assumed Executory Contract and Unexpired Leases List, or the Rejected Executory Contracts and Unexpired Leases List, as applicable, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Except as otherwise specifically set forth herein, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan are effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court Order but not assigned to a third party (including BidCo Buyer) before the Effective Date shall revert in and be fully enforceable by the applicable contracting Reorganized Debtor in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by a Final Order on or after the Effective Date but may be withdrawn, settled, or otherwise prosecuted by the Reorganized Debtors.

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto. Notwithstanding anything to the contrary in the Plan, the Debtors, with the consent of the Required Consenting Lenders, reserve the right to alter, amend, modify, or supplement the Assumed Executory Contracts and Unexpired Leases List and the Rejected Executory Contracts and Unexpired Leases List at any time up to the Effective Date (which updated list(s) shall be Filed as part of an amended Plan Supplement, with counterparties to any Executory Contracts or Unexpired Leases added to the Assumed Executory Contracts or Unexpired Leases List having until 14 days after service of the amended list to object to the proposed assumption or Cure Amount, and with counterparties to any Executory Contracts or Unexpired Leases added to the Rejected Executory Contracts or Unexpired List having until 30 days after the Effective Date to File any Proofs of Claim with respect to Claims arising from such rejection).

B. Indemnification Obligations

On and after the Effective Date, the Indemnification Provisions will be assumed and assigned to BidCo Buyer and irrevocable and survive the Effective Date. None of the Debtors or BidCo Buyer, as applicable, shall take any action to amend or restate their respective governance documents before or after the Effective Date to amend, augment, terminate, or adversely affect any of the Debtors’ or BidCo Buyers’ obligations to provide such indemnification rights or such directors’, officers’, managers’, employees’, or agents’ indemnification rights.

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

Unless otherwise provided by a Final Order, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to the Plan or the Confirmation Order, if any, must be Filed with the Bankruptcy Court within 30 days after the later of (1) the Effective Date or (2) entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time shall be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors the Estates, or the Reorganized Debtors or their respective property without the need for any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, notwithstanding anything in the Rejected Executory Contract or Unexpired Lease List or a Proof of Claim to the contrary.** All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III herein.

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

The Debtors, the Reorganized Debtors or BidCo Buyer, as applicable, shall pay the Cure Amounts listed on the Assumed and Assigned Executory Contracts and Unexpired Leases List, if any, on the Effective Date or as soon as reasonably practicable thereafter, with the amount and timing of payment of any such Cure dictated by the Debtors' ordinary course of business. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, all requests for payment of a Cure Amount that differs from the amount listed on the Assumed and Assigned Executory Contracts and Unexpired Leases List must be Filed by the applicable counterparty and served on the Claims and Noticing Agent by the Cure/Assumption Objection Deadline. Any such request that is not timely Filed shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Reorganized Debtor or BidCo, without the need for any objection by the Reorganized Debtors, BidCo or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure Amount shall be deemed fully satisfied, released, and discharged upon payment by the Debtors, the Reorganized Debtors or BidCo of the Cure Amounts listed on the Assumed and Assigned Executory Contracts and Unexpired Leases List; provided that nothing herein shall prevent the Reorganized Debtors or BidCo from paying any Cure Amount despite the failure of the relevant counterparty to File such request for payment of such Cure Amount. The Reorganized Debtors or BidCo also may settle any Cure Amount without any further notice to or action, order, or approval of the Bankruptcy Court. In addition, any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan must be Filed by the Cure/Assumption Objection Deadline. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or Reorganized Debtors', as applicable, first scheduled omnibus hearing for which such objection is timely Filed. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption or assignment of any Executory Contract or Unexpired Lease shall be deemed to have consented to such assumption or assignment, as applicable.

If there is any dispute regarding any Cure Amount, the ability of the applicable Reorganized Debtor or any assignee to provide “adequate assurance of future performance” within the meaning of section 365 of the Bankruptcy Code, or any other matter pertaining to assumption or assignment, then payment of the Cure Amount shall occur as soon as reasonably practicable after entry of a Final Order resolving such dispute, approving such assumption (and, if applicable, assignment), or as may be agreed upon by the Debtors, the Reorganized Debtors or BidCo, as applicable, and the counterparty to the Executory Contract or Unexpired Lease.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise and full payment of any applicable Cure Amount pursuant to this Article V shall result in the full release and satisfaction of any Claims for a Cure Amount, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. Any and all Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure Amount has been fully paid pursuant to this Article V, shall be deemed disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.

E. Insurance Policies

Each of the Insurance Policies are treated as Executory Contracts under the Plan. Unless otherwise provided herein, in the Plan Supplement or any document related thereto, or in the Credit Bid Purchase Agreement, on the Effective Date, (1) the Debtors shall be deemed to have assumed all Insurance Policies, and (2) such Insurance Policies shall revest in the Reorganized Debtors or vest in BidCo, as applicable. Nothing in the Plan, the Plan Supplement, the Disclosure Statement, the Confirmation Order, or any other order of the Bankruptcy Court (including any other provision that purports to be preemptory or supervening), (x) alters, modifies, or otherwise amends the terms and conditions of (or the coverage provided by) any of such Insurance Policies or (y) alters or modifies the duty, if any, that the Insurers pay Claims covered by such Insurance Policies and their right to seek payment or reimbursement from the Debtors (or after the Effective Date, the Reorganized Debtors) or draw on any collateral or security therefor. For the avoidance of doubt, Insurers shall not need to nor be required to File or serve a Cure objection or a request, application, claim, Proof of Claim, or motion for payment and shall not be subject to any claims bar date or similar deadline governing Cure Amounts or Claims.

The Debtors or the Reorganized Debtors, as applicable, shall not terminate or otherwise reduce the coverage under any directors’ and officers’ Insurance Policies in effect prior to the Effective Date, and any directors and officers of the Debtors who served in such capacity at any time before or after the Effective Date shall be entitled, subject to and in accordance with the terms and conditions of such Insurance Policy in all respects, to the full benefits of any such Insurance Policy for the full term of such policy regardless of whether such directors or officers remain in such positions after the Effective Date. For the avoidance of doubt, the directors’ and officers’ Insurance Policies shall revest in the Reorganized Debtors. Notwithstanding anything herein to the contrary, the Debtors shall retain the ability to supplement such directors’ and officers’ insurance

policies as the Debtors deem necessary, including by purchasing any tail coverage (including, without limitation, a tail policy).

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

Unless otherwise provided in the Plan, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith.

G. Reservation of Rights

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejected Executory Contract and Unexpired Lease List or Assumed and Assigned Executory Contracts and Unexpired Leases List, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Debtors or Reorganized Debtors, as applicable, has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors, subject to the consent of the Required Consenting Lenders (which consent shall not be unreasonably withheld), or the Reorganized Debtors, as applicable, shall have 30 days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease under the Plan.

H. Nonoccurrence of Effective Date

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

I. Contracts and Leases Entered into after the Petition Date

Notwithstanding anything contained herein (including any release, discharge, exculpation or injunction provisions) or the Confirmation Order, contracts, agreements, instruments, Certificates, leases and other documents entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtor or the Reorganized Debtors liable thereunder or BidCo, as applicable, in the ordinary course of their business. Accordingly, such contracts, agreements, instruments, certificates, leases and other documents (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by the Plan (including the release,

discharge, exculpation and injunction provisions), the entry of the Confirmation Order and any other Definitive Documents.

ARTICLE VI PROVISIONS GOVERNING DISTRIBUTIONS

A. The Distribution Agent and Servicers

1. Powers and Roles

All Distributions under the Plan shall be made by the applicable Distribution Agent on the Effective Date (or, if a Claim is not an Allowed Claim on the Effective Date, on the next Interim Distribution Date) or as soon as reasonably practicable thereafter, as provided herein and consistent with the GUC Trust Documents. Where Allowed Claims that are governed by a separate agreement and administered by a Servicer, the Distribution Agent and the Reorganized Debtors, together with the applicable Servicer, shall use commercially reasonable efforts to implement distributions in accordance with the Plan and with the applicable agreements.

Without further order of the Bankruptcy Court, the Distribution Agent and, where applicable, the Servicers, shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan and the GUC Trust Documents; (b) make all distributions contemplated hereby; (c) employ professionals and incur reasonable fees and expenses to represent it with respect to such responsibilities; and (d) exercise such other powers as may be vested in them by order of the Bankruptcy Court, pursuant to the Plan or the GUC Trust Documents, or as deemed by the Distribution Agent to be necessary and proper to implement the Plan.

If the Distribution Agent is one or more of the Reorganized Debtors, the Distribution Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. In addition, neither the GUC Trustee nor the Servicers shall be required to give any bond or surety or other security for the performance of their duties unless otherwise ordered by the Bankruptcy Court.

2. Expenses

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable and documented fees and out-of-pocket expenses incurred by the Distribution Agent or the Servicers on or after the Effective Date (including the reasonable and documented fees and expenses of counsel) in connection with making distributions shall be paid by the Reorganized Debtors, in the ordinary course, without duplication of payments of Restructuring Expenses or Professional Fees.

B. Delivery Procedures

1. Distribution Record Date

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Interests as maintained by the Debtors, or their respective

agents, shall be deemed closed, and there shall be no further changes in the record Holders of any of the Claims or Interests. Consistent with this Plan and the GUC Trust Documents, the applicable Distribution Agent shall have no obligation to recognize any ownership transfer of the Claims or Interests occurring on or after the Distribution Record Date. The applicable Distribution Agent shall be entitled to recognize and deal for all purposes hereunder only with those record Holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable.

Except as otherwise provided in the Plan, the GUC Trust Documents, or prior Bankruptcy Court order, the Distribution Agent shall make all Distributions to Holders of Allowed Claims as of the Distribution Record Date at the address for each such Holder as indicated in the Debtors' records as of the date of the applicable Distribution.

The manner of all Distributions shall be determined at the discretion of the Reorganized Debtors or, in the case of General Unsecured Claims, the GUC Trustee. In addition, with respect to payment of any Cure Amount or disputes over any Cure Amount, neither the Reorganized Debtors nor the Distribution Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable Executory Contract or Unexpired Lease as of the Effective Date, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim on account of the applicable Cure Amount.

2. Interim Distribution Date

Except as otherwise provided in the Plan or prior Bankruptcy Court order, the Distribution Agent shall make additional interim distributions to holders of Allowed Claims that were not considered Allowed as of the Distribution Record Date.

The Reorganized Debtors and the GUC Trustee (as it relates to General Unsecured Claims) shall have reasonable discretion to determine the timing of these Interim Distribution Dates based on among other things, resolutions of Disputed Claims and the administrative costs of such a distribution. The manner of such distributions shall be determined at the reasonable discretion of the Reorganized Debtors or the GUC Trustee, as applicable.

3. Undeliverable and Unclaimed Distributions

(a) *Undeliverable Distributions.* If any Distribution to a Holder of an Allowed Claim or Interest is returned to the Distribution Agent as undeliverable, no further Distributions shall be made to such Holder unless and until the Distribution Agent is notified in writing of such Holder's then-current address or other necessary information for delivery, at which time all currently due missed Distributions shall be made to such Holder on the next Distribution Date. Undeliverable Distributions shall remain in the possession of the Reorganized Debtors or the GUC Trust, as applicable, until such time as a Distribution becomes deliverable, or such Distribution reverts to the Reorganized Debtors or the GUC Trust, as applicable, or is cancelled pursuant to Article VI.B, and shall not be supplemented with any interest, dividends, or other accruals of any kind. The Debtors, the

Reorganized Debtors, and the Distribution Agent, as applicable, shall not incur any liability whatsoever on account of any Distributions under the Plan, except in the event of actual fraud, gross negligence, or willful misconduct, as determined by a Final Order of a court of competent jurisdiction. The Debtors, the Reorganized Debtors and the Distribution Agent shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings.

- (b) *Reversion.* Any Distribution under the Plan that is an unclaimed Distribution for a period of six months after Distribution shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and such unclaimed Distribution shall (i) revert in the applicable Reorganized Debtor and, as applicable, shall be deemed cancelled or (ii) in the case of unclaimed Distributions on account of Allowed General Unsecured Claims, revert to the GUC Trust. Upon such revesting or reversion, as applicable, the Claim or Interest of any Holder or its successors with respect to such property shall be cancelled, discharged, and forever barred notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws, or any provisions in any document governing the Distribution that is an unclaimed Distribution, to the contrary.

C. Calculation

1. Full Amount Payable

Unless otherwise provided in the Plan or paid pursuant to a prior Bankruptcy Court order, on the Effective Date (or, if a Claim is not an Allowed Claim on the Effective Date, then on the date that such Claim becomes Allowed or as soon as reasonably practicable thereafter), each holder of an Allowed Claim or Allowed Interest shall receive the full amount of the distributions that the Plan provides for Allowed Claims or Allowed Interests in the applicable Class. Distributions on account of any Disputed Claims (which will only be made if and when they become Allowed Claims) shall be made pursuant to the provisions set forth in Article VII. If any payment or act under the Plan is required to be made or performed on or by a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day.

2. Foreign Currency Exchange Rate

Except as otherwise provided in a Final Order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall, for the purposes of determining the amount of the applicable Distribution, be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as provided by Bloomberg L.P. or, if that rate is not available, as published in *The Wall Street Journal*, National Edition, as of a date to be agreed by the Reorganized Debtors, the Sponsor, and the Required Consenting Lenders.

3. Distributions on Account of Obligations of Multiple Debtors

Each Claim asserted against multiple Debtors shall be treated as a single Claim and its Holder shall be entitled to a single Distribution.

4. No Postpetition Interest

Except as may be required by the Bankruptcy Code or otherwise set forth in the Plan, postpetition interest shall not accrue or be paid on any Claims or Interests, and no holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any such Claim or Interest.

5. Allocation Between Principal and Accrued Interest

Except as otherwise provided in the Plan, the GUC Trust Documents (as it relates to General Unsecured Claims), or by order of the Bankruptcy Court, including the Cash Collateral Orders, the aggregate consideration paid on account of Allowed Claims shall be treated pursuant to the Plan as allocated first to the principal amount of such Allowed Claims (to the extent thereof) and, thereafter, to the interest, if any, accrued through the Effective Date.

6. Single Satisfaction of Claims

Notwithstanding anything else contained in the Plan or Confirmation Order, in no case shall a Distribution be made under the Plan on account of an Allowed Claim to the extent that the aggregate value of all property received or retained on account of such Allowed Claim (from whatever source) would exceed 100 percent of the underlying Allowed Claim.

7. Setoffs

Except as otherwise expressly provided for herein, each Reorganized Debtor, pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy Law, or as may be agreed to by the Holder of a Claim, may set off or recoup against any Allowed Claim (other than an Allowed Claim held by a Consenting Lender) and the Distributions to be made pursuant to the Plan on account of such Allowed Claim (before any Distribution is made on account of such Allowed Claim), any claims, rights, and Causes of Action of any nature that such Debtor or Reorganized Debtor, as applicable, may hold against the Holder of such Allowed Claim, to the extent such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided, however*, that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Reorganized Debtor of any such claims, rights, and Causes of Action that such Reorganized Debtor may possess against such Holder; *provided, further*, that such Holder may contest any such set off by a Reorganized Debtor in the Bankruptcy Court or any other court of competent jurisdiction. For the avoidance of doubt, any such right of set off may be preserved by Filing a Proof of Claim related to such right of set off prior to the Effective Date.

8. Minimum Distributions

Holders of Allowed Claims entitled to a Distribution of \$50 or less shall not receive distributions, and each Claim to which this limitation applies shall be discharged pursuant to Article VIII and its Holder shall be forever barred from asserting that Claim against the Reorganized Debtors or their property. If the Cash available for the final distribution is less than the cost to distribute such funds, the GUC Trustee may donate such funds to the unaffiliated charity of its choice.

No fractional shares of BidCo Equity shall be distributed and no Cash shall be distributed in lieu of such fractional amounts. When any Distribution pursuant to the Plan on account of an Allowed Claim or Allowed Interest (as applicable) would otherwise result in the issuance of a number of shares of BidCo Equity that is not a whole number, the actual distribution of shares of BidCo Equity shall be rounded as follows: (a) fractions of one-half ($\frac{1}{2}$) or greater shall be rounded up to the next higher whole number and (b) fractions of less than one-half ($\frac{1}{2}$) shall be rounded down to the next lower whole number with no further payment therefor. The total number of authorized shares of BidCo Equity to be distributed to Holders of Allowed Claims or Allowed Interests may be adjusted by the Debtors, with the consent of the Required Consenting Lenders, as necessary to account for the foregoing rounding.

D. Special Rules for Distributions to Holders of Disputed Claims and Interests

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed by the relevant parties, unless as otherwise agreed to by the Debtors or set forth in an order of the Bankruptcy Court: (a) no partial Distributions shall be made with respect to any Disputed Claim or Interest until all such disputes in connection with such Disputed Claim or Interest have been resolved by settlement or Final Order; *provided, however*, that if a portion of a Claim is not Disputed, the Distribution Agent may make a partial Distribution based on such portion of such Claim that is not Disputed; and (b) any Entity that holds both an Allowed Claim or Interest and a Disputed Claim or Interest shall not receive any Distribution on the Allowed Claim or Interest unless and until all objections to the Disputed Claim or Interest have been resolved by settlement or Final Order or the Claims or Interests have been Allowed or expunged. Any dividends or other Distributions arising from property distributed to Holders of Allowed Claims or Interests, as applicable, in a Class and paid to such Holders under the Plan shall also be paid, in the applicable amounts, to any Holder of a Disputed Claim or Interest, as applicable, in such Class that becomes an Allowed Claim or Interest after the date or dates that such dividends or other Distributions were earlier paid to Holders of Allowed Claims or Interests in such Class.

E. Compliance Matters

In connection with the Plan, to the extent applicable, the Reorganized Debtors, the GUC Trustee and the Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all Distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized Debtors, the GUC Trustee and the Distribution Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the Distribution to

be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding Distributions pending receipt of information necessary to facilitate such Distributions, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized Debtors reserve the right to allocate all Distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

F. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

A Claim shall be reduced in full, and such Claim shall be disallowed without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or Reorganized Debtor. To the extent a Holder of a Claim receives a Distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall repay, return or deliver any Distribution held by or transferred to the Holder to the applicable Reorganized Debtor or the GUC Trustee to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such Distribution under the Plan; *provided* that the foregoing shall not prejudice such third party's rights (including, for the avoidance of doubt, subrogation rights) with respect to the Debtors, the Reorganized Debtors or the GUC Trustee. The failure of such Holder to timely repay or return such Distribution shall result in the Holder owing the applicable Reorganized Debtor or the GUC Trustee, as applicable, annualized interest at the Federal Judgment Rate on such amount owed.

2. Claims Payable by Insurance Carriers

No Distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Insurance Policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Policy. To the extent that one or more of the Insurers agrees to satisfy in full an Allowed Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such Insurers' agreement, such Claim may be disallowed and expunged to the extent of any agreed upon satisfaction on the Claims Register by the Claims and Noticing Agent without an objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies

Except as otherwise provided herein, Distributions to Holders of Allowed Claims shall be in accordance with the provisions of an applicable Insurance Policy. Except as otherwise expressly set forth in the Plan, nothing contained in the Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including

Insurers under any Insurance Policies, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any defenses, including coverage defenses, held by such Insurers.

ARTICLE VII

PROCEDURES FOR RESOLVING DISPUTED CLAIMS

A. Allowance of Claims and Interests, Generally

Except as otherwise expressly provided in the Plan and without regard to any requirements that may be imposed pursuant to Bankruptcy Rule 9019, after the Confirmation Date, the Debtors, and following the Effective Date, the Reorganized Debtors (other than with respect to General Unsecured Claims) or the GUC Trustee (with respect to General Unsecured Claims), shall have the authority, without any further notice to or action, order, or approval by the Bankruptcy Court, to (a) agree to Allow any Disputed Claim pursuant to clause (c) of the definition of “Allowed,” which has not been made subject to an objection or request for estimation prior to the Confirmation Date, (b) File, withdraw, or litigate to judgment objections to Disputed Claims, (c) settle or compromise any Disputed Claim that has not been made subject to an objection or request for estimation prior to the Confirmation Date, and (d) direct the Claims Agent to adjust the Claims Register to reflect all resolutions of Disputed Claims.

The Reorganized Debtors and the GUC Trustee, as applicable, shall file any objections to Claims (including any omnibus objections) no later than the Claim Objection Deadline (as it may be extended).

Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been Allowed, Disallowed or estimated by order of the Bankruptcy Court be entitled to seek reconsideration of such an order unless it Files a motion requesting such reconsideration on or before 21 calendar days after the date of the order.

B. Contingent and Unliquidated Claims

Except with respect to a Claim that is Allowed pursuant to clause (a) or (c) of the definition of “Allowed,” any Claim that is listed in the Schedules as contingent, unliquidated or disputed, and for which no Proof of Claim has been filed, shall be considered Disallowed and shall be disallowed and expunged from the Claims Register without further notice to any party or action, approval, or order of the Bankruptcy Court.

At any time prior to the Claim Objection Deadline, the Debtors, the Reorganized Debtors, the GUC Trustee (with respect to General Unsecured Claims), or the applicable claimant may request that the Bankruptcy Court estimate, pursuant to section 502(c) of the Bankruptcy Code, any Disputed Claim that is asserted in a Proof of Claim as contingent or unliquidated, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection.

In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on the Allowed amount of such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the Allowed amount of such Claim, the Debtors or the Reorganized Debtors, as applicable, may pursue supplementary proceedings to object to the allowance of such Claim.

C. Amendments

On or after the Confirmation Date, a Claim may not be amended without the prior authorization of (a) the Bankruptcy Court or (b) the Debtors, the Reorganized Debtors, or the GUC Trustee (in the case of General Unsecured Claims), as applicable.

The Debtors (with the consent of the Required Consenting Lenders), prior to the Effective Date, and the Reorganized Debtors after the Effective Date, may amend the Schedules with respect to any Claim (other than any Claim that otherwise is or becomes an Allowed Claim or is released hereunder or otherwise by a Final Order) and make distributions pursuant to the Plan based on such amended Schedules (if no Proof of Claim is timely filed in response to such amendment) without approval of the Bankruptcy Court. If any such amendment to the Schedules reduces the amount of a Claim or adversely changes the nature or priority of a Claim that was previously scheduled as undisputed, liquidated, and not contingent, the Debtors or the Reorganized Debtors, as applicable, shall provide the Holder of such Claim with notice of such amendment and the opportunity to file a Proof of Claim pursuant to the Claims Bar Date Order. For the avoidance of doubt, prior to the Claim Objection Deadline, the Debtors or Reorganized Debtors, as applicable, shall have the authority to object to or otherwise dispute any Claim that has been listed on the Schedules (other than any Claim that is otherwise an Allowed Claim), even if not listed as disputed, unliquidated and/or contingent.

D. Claims Subject to Avoidance Actions

Except as otherwise provided in a Final Order of the Bankruptcy Court, any Claim held by a Person or an Entity against which a Debtor or a Reorganized Debtor pursues an Avoidance Action or an action to recover property under sections 542, 543, 550 or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, in each case other than a Released Claim, shall be deemed disallowed pursuant to section 502(d) of the Bankruptcy Code, and the Holder of such Claim shall not receive any Distribution under the Plan on account of such Claim until such time as such action has been resolved and, to the extent applicable, all sums due from such Holder have been turned over to the Debtors or the Reorganized Debtors, as applicable. For the avoidance of doubt, the Claims Objection Deadline shall not apply to the filing of an Avoidance Action, including an Avoidance Action that seeks disallowance of a Claim as relief.

E. Objections to Claims

Except insofar as a Claim is Allowed under the Plan, the Debtors, the Reorganized Debtors, or the GUC Trustee (as it relates to General Unsecured Claims), as applicable, shall be entitled to object to Claims. After the Effective Date, (a) the Reorganized Debtors shall have and retain any

and all rights and defenses and (b) with respect to General Unsecured Claims, the GUC Trustee shall have any and all rights and defenses, that the Debtors had with regard to any Claim or Interest. Any objections to Claims shall be served and Filed on or before the later of (i) one (1) year after the Effective Date and (ii) such later date as may be fixed by the Bankruptcy Court and such objections shall be adjudicated by the Bankruptcy Court. The expiration of such period shall not limit or affect the rights of the Debtors, the Reorganized Debtors, or the GUC Trustee (in the case of General Unsecured Claims) to dispute Claims other than through an objection to a Claim or to Proof of such Claim.

If the Debtors or Reorganized Debtors dispute any Proof of Claim that is Filed on account of an Unimpaired Claim, such dispute shall be determined, resolved, or adjudicated, as the case may be, by the Bankruptcy Court.

F. Disallowance of Claims

Any Claims held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any Distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors or the Reorganized Debtors. All Proofs of Claim Filed on account of an indemnification obligation shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

Pursuant to the terms of the Plan and the Bar Date Order, if Proofs of Claim are not received by the Notice and Claims Agent on or before the Claims Bar Date or the Administrative Claims Bar Date, as applicable, and except in the case of certain exceptions explicitly set forth in the Plan and the Bar Date Order, the Holders of the underlying Claims shall be barred from asserting such claims against the Debtors and precluded from voting on any plans of reorganization filed in these Chapter 11 Cases and/or receiving distributions from the Debtors on account of such claims in these Chapter 11 Cases. The Debtors and the GUC Trustee (in the case of General Unsecured Claims) shall be authorized to update the Claims Register to remove any claims not received by the Notice and Claims Agent before the Claims Bar Date or the Administrative Claims Bar Date, as applicable, and not subject to an exception as set forth above.

G. No Distributions Pending Allowance

If an objection, motion to estimate, or other challenge to a Claim is Filed, no payment or Distribution provided under the Plan shall be made on account of such Claim unless and until (and only to the extent that) such Disputed Claim becomes an Allowed Claim.

H. Distributions after Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, Distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan, including the treatment provisions provided in Article IV.

**ARTICLE VIII
EFFECT OF CONFIRMATION OF THE PLAN**

A. Discharge of Claims and Termination of Interests

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the Distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the Holder of such a Claim or Interest has accepted the Plan. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date.

B. Release of Liens

Except as otherwise provided in the Plan, the Confirmation Order, or in any contract, instrument, release, or other agreement or document amended or created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with this Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Reorganized Debtors and their successors and assigns. Any Holder of such Secured Claim (and the applicable Agents for such Holder shall be authorized and directed, at the sole cost and expense of the Reorganized Debtors, to release any collateral or other property of any

Debtor (including any cash collateral and possessory collateral) held by such Holder (and the applicable Agents for such Holder), and to take such actions as may be reasonably requested by the Reorganized Debtors to evidence the release of such Liens and/or security interests, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency, records office, or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

To the extent that any Holder of a Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any agent for such Holder, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps requested by the Debtors or the Reorganized Debtors that are necessary or desirable to record or effectuate the cancellation and/or extinguishment of such Liens and/or security interests, including the making of any applicable filings or recordings, and the Reorganized Debtors shall be entitled to make any such filings or recordings on such Holder's behalf.

C. Releases by Debtors

Except as expressly set forth in the Definitive Documents, as of the Effective Date, to the maximum extent permitted by Law, in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, each Company Entity, Debtor, Estate, and Reorganized Debtor (in each case on behalf of themselves and their respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any derivative claims, including those asserted or assertable on behalf of any Company Entity, Debtor, Estate, or Reorganized Debtor), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Company Entity, Debtor, Estate, or Reorganized Debtor and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Company Entities, the Debtors, the Estates, or the Reorganized Debtors (including the capital structure, management, ownership or operation thereof), the Existing Credit Documents and the loans made thereunder, the purchase, sale, or rescission of the purchase or sale of any security of any Company Entity, Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest affected by the Restructuring, the business or contractual arrangements or interactions between any Company Entity, Debtor, or Reorganized Debtor and any other Person, the ownership and/or operation of the

Company Entities, Debtors, or Reorganized Debtors by any Released Party, the actions taken by the board of directors or managers of any Company Entity, Debtor, or Reorganized Debtor, or the distribution or transfer of any Cash or other property of the Company Entities, Debtors, or Reorganized Debtors to any Released Party, the Restructuring Transactions, the Restructuring Support Agreement (including the term sheet attached thereto), any Definitive Documents, the negotiation, formulation, preparation, or implementation thereof, the solicitation of consent or support with respect to the Restructuring, or any action or inaction relating to the payment or non-payment of any tax liabilities (or estimates thereof) of the Company Entities, the Debtors or the Reorganized Debtors, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions (the “Debtor Release”).

D. Releases by Releasing Parties

Except as expressly set forth in the Definitive Documents, as of the Effective Date, to the maximum extent permitted by law, in exchange for good and valuable consideration, the receipt and adequacy of which is hereby confirmed, each Releasing Party (in each case on behalf of themselves and their respective Related Parties who may purport to assert any Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities) hereby conclusively, absolutely, unconditionally, irrevocably, and forever releases and discharges each and all of the Released Parties from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever (including any derivative claims, including those asserted or assertable on behalf of any Releasing Party), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, direct or derivative, suspected or unsuspected, secured or unsecured, whether in law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common law, or any applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that each Releasing Party and/or its Related Parties or any other Entities claiming under or through them would have been legally entitled to assert in his/her or its own right (whether individually or collectively) or on behalf of any Entity, based on or relating to, or in any manner arising from, in whole or in part, the Company Entities, the Debtors, the Estates, or the Reorganized Debtors (including the capital structure, management, ownership or operation thereof), the Existing Credit Documents and the loans made thereunder, the purchase, sale, or rescission of the purchase or sale of any security of any Company Entity, Debtor, or Reorganized Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest affected by the Restructuring, the business or contractual arrangements or interactions between any Company Entity, Debtor, or Reorganized Debtor and any other Person, the ownership and/or operation of the Company Entities, Debtors, or Reorganized Debtors by any Released Party, the actions taken by the board of directors or managers of any Company Entity, Debtors or Reorganized Debtor, or the distribution or transfer of any Cash or other property of the Company Entities, Debtors, or Reorganized Debtors to any Released Party, the Restructuring Transactions, the Restructuring Support Agreement (including the term sheet attached thereto), any Definitive Documents, the negotiation, formulation, preparation, or

implementation thereof, the solicitation of consent or support with respect to the Restructuring, or any action or inaction relating to the payment or non-payment of any tax liabilities (or estimates thereof) of the Company Entities, the Debtors or the Reorganized Debtors, in all cases, based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than (a) Causes of Action assertable by a Releasing Party against a Released Party arising from any act or omission of such Released Party that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud (other than fraud claims based on constructive fraud, negligence, recklessness or other similar theory not predicated on intent, knowledge or willfulness) or gross negligence, (b) any indemnification or contribution claims of the Agents against any lender specifically provided for under the terms of the Existing Credit Documents or any instructions or directions given in connection therewith, and any related defense (legal or equitable) of any lender against any of the Agents and (c) any rights that remain in effect from and after the Effective Date to enforce the Definitive Documents and the obligations contemplated by the Restructuring Transactions (the “Third-Party Release”, and together with the Debtor Release, the “Releases”).

Notwithstanding anything herein to the contrary, nothing contained in this Article VIII.D shall constitute a release or waiver of any Claim or Cause of Action held by an individual member of the Committee (in its individual capacity) against any Person or Entity (except to the extent that such Committee member elected not to opt out (or, in accordance with clause (vii) of the definition of “Releasing Party”, was deemed hereunder not to opt out) of the releases contained in Article VIII.D. of the Plan), and any such Claim and Cause of Action is hereby expressly preserved.

E. Exculpation

As of the Effective Date, and without affecting or limiting the Releases, and except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from, all Claims, obligations, rights, suits, damages, Causes of Action, remedies or liabilities for any act or omission in connection with, relating to, or arising out of, the formulation, preparation, dissemination, negotiation, filing or consummation of the Restructuring Transactions, the Restructuring Support Agreement (including the term sheet attached thereto), any Definitive Document or any transaction, contract, instrument, release or other agreement or document created or entered into in connection with any of the foregoing, the consummation of the transactions contemplated by any of the foregoing, including the issuance of Securities pursuant to the Plan or Confirmation Order, or the distribution of property under the Plan or Confirmation Order or any other related agreement (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Plan or Confirmation Order) in each case, to the fullest extent permitted by applicable Law; provided that this provision shall not release or exculpate any Exculpated Party from any (a) Causes of Action assertable by an Exculpated Party against another Exculpated Party arising from any act or omission of such Exculpated Party that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud (other than fraud claims based on constructive fraud, negligence, recklessness or other similar theory not predicated on intent, knowledge or willfulness) or

gross negligence, (b) rights that remain in effect from and after the Effective Date to enforce the Definitive Documents, including the Restructuring Support Agreement, and the obligations contemplated thereunder, or (c) breach of such Exculpated Party's obligations under any Definitive Document.

Nothing in this provision shall or shall be deemed to result in the waiving or limiting by any Company Entity, Debtor, or Reorganized Debtor or any of their respective directors, officers, members, managers, employees, or consultants of (a) any indemnification rights against any Company Entity, Debtor, or Reorganized Debtor or any insurance provider to any Company Entity, Debtor, or Reorganized Debtor, (b) any rights as beneficiaries of any insurance policies, (c) wages, salaries, compensation, or benefits, or (d) Intercompany Claims.

F. Injunction

Upon entry of the Confirmation Order, all Persons and Entities shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan or the vesting of the Estates' assets in, and the enjoyment of such assets by, the Reorganized Debtors pursuant to this Plan.

Except as otherwise specifically provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Persons and Entities who have held, hold, or may hold claims or interests that have been released or discharged hereby, or are subject to exculpation hereunder are permanently enjoined, from and after the Effective Date, from taking any of the following actions (collectively, the "Covered Matters") against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties (collectively, the "Covered Entities"): (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Persons and Entities on account of or in connection with or with respect to any such claims or interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Persons and Entities or against the property of such Persons and Entities on account of or in connection with or with respect to any such claims or interests unless such Persons or Entity has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Persons or Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

With respect to any Covered Entity, no Entity or Person may commence or continue any action, employ any process, or take any other act to pursue, collect, recover or offset any Claim, Interest, debt, obligation, or Cause of Action relating or reasonably likely to relate to

any act or commission in connection with, relating to, or arising out of a Covered Matter (including one that alleges the actual fraud, gross negligence, or willful misconduct of a Covered Entity), unless expressly authorized by the Bankruptcy Court after (1) it determines, after a notice and a hearing, such Claim, Interest, debt, obligation, or Cause of Action is colorable and (2) it specifically authorizes such Entity or Person to bring such Claim or Cause of Action. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether any such Claim, Interest, debt, obligation or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Article XI, shall have jurisdiction to adjudicate such underlying colorable Claim, Interest, debt, obligation, or Cause of Action.

ARTICLE IX CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

A. Conditions Precedent to the Effective Date

It shall be a condition to the Effective Date that the following conditions shall have been satisfied, in a manner reasonably acceptable to each of the Debtors, and the Required Consenting Lenders, or waived pursuant to Article IX.B:

1. the Restructuring Support Agreement shall not have been terminated and shall remain in full force and effect;
2. the Bankruptcy Court shall have entered the Disclosure Statement Order, which order shall be a Final Order;
3. (a) the Bankruptcy Court shall have entered the Confirmation Order, which order shall be a Final Order, and (b) the Confirmation Order shall have authorized and approved (in form and substance reasonably acceptable to the Committee) the GUC Settlement, the establishment of the GUC Trust, the appointment of the GUC Trustee, the execution and delivery of the GUC Trust Documents and the transfer and assignment of the GUC Trust Assets to the GUC Trust on the Effective Date in accordance with the Plan and the GUC Trust Documents;
4. the New Revolving Facility shall have been entered into by BidCo and the lenders thereto;
5. all Definitive Documents necessary to consummate the Restructuring Transactions shall have been executed by the parties thereto consistent with their respective consent rights under the Restructuring Support Agreement and shall not have been terminated and shall remain in full force and effect;
6. all conditions precedent to the effectiveness of the Definitive Documents necessary to consummate the Restructuring shall have been satisfied or duly waived in writing in accordance with the terms of such Definitive Documents;
7. the Debtors shall have paid all Restructuring Expenses;

8. all governmental and third-party approvals and consents that may be necessary in connection with the Restructuring shall have been obtained by the Company Entities, not be subject to unfulfilled conditions, and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent, or otherwise impose materially adverse conditions on such Restructuring;
9. the Professional Fee Escrow shall have been established and funded as provided herein;
10. BidCo shall have at least \$150 million of Liquidity immediately following the Credit Bid Transaction Closing;
11. the Bankruptcy Court shall have entered the Sale Order, which order shall be a Final Order;
12. the Credit Bid Transaction Closing shall have occurred or occur concurrently with the Effective Date; *provided* that, absent further Bankruptcy Court authority, the Credit Bid Transaction Closing may not occur unless the Effective Date is occurring concurrently; *provided*, further that if the Credit Bid Transaction Closing has not occurred by November 10, 2025 the Ad Hoc Group shall be entitled to seek an emergency hearing with the Bankruptcy Court, on at least five (5) business days' notice to the Debtors and the Committee, to seek authority to effectuate the Credit Bid Transaction Closing independently from the Effective Date and the rights of all parties, including the Debtors and the Committee, to oppose such relief are expressly preserved (*provided* that the Debtors and the Committee shall not contest the seeking of such hearing on an emergency basis), and all rights of the Ad Hoc Group are expressly preserved;
13. (a) the GUC Trustee shall have been appointed, (b) the GUC Trust Documents (in form and substance acceptable to the Committee and reasonably acceptable to the Debtors and the Required Consenting Lenders) shall have been executed and delivered by the parties thereto and shall be in full force and effect, (c) the GUC Trust shall have been formed, and (d) the GUC Trust Assets, including the GUC Cash Pool and the GUC Commercial Tort Claim Share, shall have been transferred and assigned to the GUC Trust, free and clear of all Liens, Claims and encumbrances; and
14. the Wind-Down Reserve (including the Wind-Down Budget) shall be in form, substance and amount acceptable to the Debtors and the Ad Hoc Group and reasonably acceptable to the Committee, and the Wind-Down Reserve shall have been fully funded.

B. Waiver of Conditions Precedent

The Debtors, with the prior written consent (which may be provided through electronic mail) of the Required Consenting Lenders, may waive any of the conditions to the Effective Date set forth in Article IX.A at any time or as otherwise provided in the Restructuring Support

Agreement without any notice to any other parties in interest and without any further notice to or action, order, or approval of the Bankruptcy Court, and without any formal action other than proceeding to confirm and consummate the Plan; *provided*, that any waiver of the conditions precedent contained in clauses 3(b), 9 (solely as it relates to Committee professionals), 12, 13 and 14 in Article IX.A. hereof shall also require the prior written consent (which may include email from counsel) of the Committee. The failure of the Debtors or Reorganized Debtors, as applicable, the Required Consenting Lenders, or the Committee to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right, which may be asserted at any time.

ARTICLE X

MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification of Plan

Subject to the limitations and terms contained in the Plan, the Debtors reserve the right to (1) amend or modify the Plan before the entry of the Confirmation Order consistent with the terms set forth herein (including the consent rights set forth in the Restructuring Support Agreement), in accordance with the Bankruptcy Code and the Bankruptcy Rules; (2) after the entry of the Confirmation Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, subject to the Restructuring Support Agreement, to remedy any defect or omission, or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan consistent with the terms set forth herein, in each case set forth in the preceding clauses (1) and (2) with the prior written consent (which may be provided through electronic mail) of the Required Consenting Lenders; and (3) at any time, notwithstanding anything contained herein, the prior written consent (which may include email from counsel) of the Committee shall be required for (A) any amendment, modification, supplement or waiver to any provision of the Plan or definitive document directly related to (i) the GUC Settlement, (ii) the treatment of Class 6 (General Unsecured Claims), the GUC Cash Pool or the GUC Commercial Tort Share, (iii) the GUC Trust Documents, (iv) the releases and exculpation provisions contained in the Plan, or (v) the rights and duties of the GUC Trustee, and (B) any amendment, modification, supplement or waiver to the Plan or definitive document that would adversely affect the GUC Settlement, the rights of the Committee or Holders of General Unsecured Claims (in the case of this clause (B), such consent not to be unreasonably withheld). The Debtors must give counsel to the Ad Hoc Group and the Committee at least five (5) Business Days' advance notice, or otherwise as much notice as is reasonably practicable, prior to withdrawing the Plan.

B. Effect of Confirmation on Modifications

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

C. **Withdrawal of Plan**

The Debtors reserve the right, subject to the terms of the Restructuring Support Agreement and the approval rights of the parties set forth therein, to revoke or withdraw the Plan with respect to any or all Debtors before the Confirmation Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or the Effective Date does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of Executory Contracts or Unexpired Leases effectuated by the Plan, and any document or agreement executed pursuant hereto shall be null and void in all respects; and (3) nothing contained in the Plan shall (a) constitute a waiver or release of any Claims, Liens, Interests, or Causes of Action by any Entity, (b) prejudice in any manner the rights of any Debtor or any other Person or Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Person or Entity; *provided*, however, that all provisions of the Restructuring Support Agreement that survive the termination of these agreements (each, according to its terms) shall remain in effect in accordance with the terms thereof.

ARTICLE XI RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, which shall be exclusive jurisdiction within the territorial jurisdiction of the United States, including jurisdiction to:

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

4. ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan and adjudicate any and all disputes arising from or relating to Distributions under the Plan;
5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
6. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of (a) contracts, instruments, releases, indentures, and other agreements or documents approved by Final Order in the Chapter 11 Cases and (b) the Plan, the Combined Order, and contracts, instruments, releases, indentures, and other agreements or documents created under or in connection with the Plan;
7. enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;
8. adjudicate any dispute related to the GUC Trust, including to seek an accounting of the GUC Commercial Tort Claim Share and enforce the allocation of such proceeds into the GUC Trust.
9. grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;
10. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan (including the Releases and Exculpation thereunder).
11. hear, determine, and resolve any cases, matters, controversies, suits, disputes, or Causes of Action in connection with or in any way related to the Chapter 11 Cases, including: (a) with respect to the repayment or return of Distributions and the recovery of additional amounts owed by the Holder of a Claim or an Interest for amounts not timely repaid pursuant to Article VI; (b) with respect to the Releases, Exculpation, injunctions, and other provisions contained in Article VIII, including entry of such orders as may be necessary or appropriate to implement such Releases, Exculpation, injunctions, and other provisions; (c) that may arise in connection with the Consummation, interpretation, implementation, or enforcement of the Plan and the Combined Order; or (d) related to section 1141 of the Bankruptcy Code;
12. enter and implement such orders as are necessary or appropriate if the Combined Order is for any reason modified, stayed, reversed, revoked, or vacated;
13. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Combined Order;

14. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
15. enter an order or Final Decree concluding or closing the Chapter 11 Cases;
16. enforce all orders previously entered by the Bankruptcy Court; and
17. hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code.

provided, in each case, that the Bankruptcy Court shall not retain jurisdiction over matters arising from agreements or documents (or performance under agreements or documents) contained in the Plan Supplement or any Definitive Documents, in each case, that have a jurisdictional, forum selection, or dispute resolution clause that refers matters to or permits a Person to bring actions before a different court or forum, and any matters arising from agreements or documents (or performance under any agreements or documents) contained in the Plan Supplement or any other Definitive Documents that contain such clauses shall be governed in accordance with the provisions of such agreements or documents; *provided, further*, that the Bankruptcy Court retains exclusive jurisdiction to enforce any disputes related to, or the enforcement of the payment of, Cure Amounts; *provided, further*, that if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, the provisions of this Article XI shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

ARTICLE XII MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article IX.A and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan shall be immediately effective and enforceable and deemed binding upon the Debtors, the Reorganized Debtors, and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, exculpations, and injunctions described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims against and Interests in the Debtors shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or Interest has voted on the Plan.

B. Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan; *provided, however*, that such agreements and other documents shall be consistent in all material respects with the terms and conditions of the Restructuring Support Agreement, including the condition that such agreements and other

documents shall be in form and substance reasonably acceptable to the Required Consenting Lenders. The Debtors, the Reorganized Debtors or the GUC Trustee, as applicable, and all Holders of Claims and Interests receiving Distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be reasonably necessary to effectuate the provisions and intent of the Plan.

C. Statutory Committee and Cessation of Fee and Expense Payment.

On the Effective Date, the Committee and any other statutory committee appointed in the Chapter 11 Cases shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date; *provided that* following the Effective Date, the Creditors' Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) Claims and/or applications, and any relief related thereto, for compensation by professional persons retained in the Chapter 11 Cases pursuant to sections 327, 328, 329, 330, 331, 503(b), or 1103 of the Bankruptcy Code; and (b) any appeals of the Confirmation Order.

D. Payment of Statutory Fees

Prior to the Effective Date, the Debtors shall pay all fees due and payable pursuant to 28 U.S.C. § 1930(a)(6) and shall File monthly reports in a form reasonably acceptable to the U.S. Trustee. On or after the Effective Date, the Reorganized Debtors shall pay any and all fees when due and payable, and shall File with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each Reorganized Debtor shall remain obligated to pay all fees to the U.S. Trustee until the applicable Debtor's Chapter 11 Case is closed.

E. Reservation of Rights

Except as expressly set forth herein, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the Plan, any statement or provision contained in the Plan, including the amounts set forth in Article III.B., or the taking of any action by any Debtor or any party in interest with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any party in interest prior to the Effective Date.

F. Successors and Assigns

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

G. Service of Documents

After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to the Reorganized Debtors shall be served on:

Reorganized Debtors

LifeScan

75 Valley Stream Parkway
Malvern, Pennsylvania 19355
Attention: Valerie Asbury (VAsbury@lifescan.com); James
Rushing (JRushing@lifescan.com); Gary Broadbent
(GBroadbent@lifescan.com)

Counsel to Debtors

Porter Hedges LLP

1000 Main St., 36th Floor
Houston, Texas 77002
Attention: John F. Higgins (jhiggins@porterhedges.com)
M. Shane Johnson (sjohnson@porterhedges.com)
Megan Young-John (myoung-john@porterhedges.com)
James A. Keefe (jkeefe@porterhedges.com)
Grecia V. Sarda (gsarda@porterhedges.com)

-and –

Milbank LLP

55 Hudson Yards
New York, New York 10001
Attention: Dennis F. Dunne (ddunne@milbank.com);
Samuel Khalil (skhalil@milbank.com);
Jaimie Fedell (jfedell@milbank.com)

Counsel to the Ad Hoc Group

Davis Polk & Wardwell LLP

450 Lexington Avenue
New York, New York 10017
Attention: Damian Schaible
(damian.schaible@davispolk.com); Michael Pera
(michael.pera@davispolk.com); Ethan Stern
(ethan.stern@davispolk.com)

-and-

Norton Rose Fulbright US LLP

1550 Lamar Street, Suite 2000
Houston, Texas 77010
Attention: Bob Bruner
(bob.bruner@nortonrosefulbright.com); Jason Boland,
(jason.boland@nortonrosefulbright.com); Julie Harrison
(Julie.harrison@nortonrosefulbright.com)

United States Trustee

**Office of the United States Trustee
for the Southern District of Texas**

515 Rusk Street, Suite 3516

Houston, Texas 77002

Attention: Ha Nguyen (ha.nguyen@usdoj.gov); Ross

Travis (c.ross.travis@usdoj.gov); Alina Samko-Yu

(alina.samko-yu@usdoj.gov)

H. Term of Injunctions or Stays

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

I. Entire Agreement

Except as otherwise indicated, and without limiting the effectiveness of the Restructuring Support Agreement, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

J. Plan Supplement

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the Plan Supplement is Filed, copies of such exhibits and documents shall be made available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from <https://dm.epiq11.com/LifeScan> or the Bankruptcy Court's website at <http://ecf.txsb.uscourts.gov/>. Unless otherwise ordered by the Bankruptcy Court, to the extent any exhibit or document in the Plan Supplement is inconsistent with the terms of any part of the Plan that does not constitute the Plan Supplement, such part of the Plan that does not constitute the Plan Supplement shall control. The Debtors shall have the right subject to the consent rights set forth in the Restructuring Support Agreement, to alter, amend, modify, or supplement the documents contained in the Plan Supplement up to the Effective Date.

K. Non-Severability

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted; *provided that* any such alteration or interpretation shall be consistent with the

Restructuring Support Agreement and in form and substance reasonably satisfactory to the Required Consenting Lenders. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent, consistent with the terms set forth herein; and (3) nonseverable and mutually dependent.

L. Votes Solicited in Good Faith

Upon entry of the Confirmation Order, the Debtors, the Consenting Lenders, and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys shall be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code and pursuant to section 1125(e) of the Bankruptcy Code, and participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered, issued, or sold under the Plan, and, therefore, neither any of such parties or individuals or the Reorganized Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered, issued, or sold under the Plan.

M. Closing of Chapter 11 Cases

After an Estate has been fully administered, the Reorganized Debtors shall be authorized, but not directed, to submit an order to the Bankruptcy Court under certification of counsel to close the applicable Chapter 11 Case in accordance with the Bankruptcy Code and Bankruptcy Rules. Furthermore, the Claims and Noticing Agent is authorized to destroy all paper/hardcopy records related to this matter two (2) years after the Effective Date has occurred.

N. Waiver or Estoppel

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

O. 2002 Notice Parties

The Confirmation Order shall provide that, after the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed a renewed request after the Confirmation Hearing to receive documents pursuant to Bankruptcy Rule 2002.

[Remainder of page left intentionally blank]

Dated: October 20, 2025

Respectfully submitted,

By: /s/ Valerie Asbury
Name: Valerie Asbury
Title: President and Chief Executive
Officer
LifeScan Global Corporation

On behalf of LifeScan Global Corporation and its Debtor
affiliates

Exhibit B

Credit Bid Purchase Agreement

EQUITY AND ASSET PURCHASE AGREEMENT

dated as of [●], 2025

by and among

**LIFESCAN GLOBAL CORPORATION,
LIFESCAN, INC.,
LIFESCAN CHINA, LLC,
LIFESCAN IP HOLDINGS, LLC and
LIFESCAN INSTITUTE, LLC,
AS SELLERS,**

and

LFSN BIDCO LLC, AS BUYER

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This EQUITY AND ASSET PURCHASE AGREEMENT, dated as of [●], 2025 (the “**Agreement Date**” and this agreement, as it may be amended, restated, modified or otherwise supplemented in accordance with its terms, the “**Agreement**”), is entered into by and among LifeScan Global Corporation, a Delaware corporation (“**LSGC**”), LifeScan, Inc., a California corporation (“**LSI**”), LifeScan China, LLC, a Delaware limited liability company (“**LSC**”), LifeScan IP Holdings, LLC, a Delaware limited liability company (“**LSIPH**”), LifeScan Institute, LLC, a Delaware limited liability company (“**LSIT**”, and together with LSGC, LSI, LSC and LSIPH, “**Sellers**,” and each of LSGC, LSI, LSC, LSIPH and LSIT individually, a “**Seller**”), and LFSN BidCo LLC, a Delaware limited liability company (“**Buyer**”). Each Seller and Buyer is referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, on July 15, 2025, Sellers and certain of their Affiliates (the “**Debtors**”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (such court, the “**Bankruptcy Court**” and, once filed, such cases, the “**Bankruptcy Cases**”) as contemplated by that certain Amended and Restated Restructuring Support Agreement, dated as of July 15, 2025, by and among each Company Entity (as defined therein) and the Consenting Stakeholders (as defined therein) (as may be amended, restated, amended and restated, modified, or otherwise supplemented from time to time, the “**RSA**”);

WHEREAS, Sellers own all of the issued and outstanding equity interests (collectively, the “**Transferred Equity Interests**”) of the Persons set forth on Schedule A under the heading “Company” (each, a “**Company**” and, collectively, the “**Companies**”) as set forth beside such Company’s name on Schedule A under the heading “Transferred Equity Interests”;

WHEREAS, all Subsidiaries of the Companies and all other Persons in which the Companies own any capital stock or other equity interests are set forth on Schedule A under the heading “Business Subsidiaries” (the “**Business Subsidiaries**” and, together with the Companies, being collectively referred to as the “**Transferred Entities**”);

WHEREAS, Sellers and the Transferred Entities are engaged in, and/or hold assets or liabilities relating to, the Business (and/or, in the case of certain of Sellers, hold Transferred Equity Interests);

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code and in accordance with the other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court, and subject to entry of the Sale Order and subject to the conditions set forth therein, Sellers propose to sell, transfer and assign to Buyer, and, Buyer desires to purchase from Sellers, all of the Transferred Equity Interests and the Transferred Assets Free and Clear, and Buyer desires to assume the Assumed Liabilities, in each case, on the terms and subject to the conditions set forth in this Agreement and the Sale Order; and

WHEREAS, the Parties' ability to consummate the Transactions will be subject to, *inter alia*, the entry of the Sale Order, as further set forth herein, and the Parties desire to consummate the Transactions as promptly as practicable, subject to the terms and conditions set forth in this Agreement, after the Bankruptcy Court enters the Sale Order.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Certain Defined Terms. Capitalized terms used in this Agreement and defined in Exhibit A shall have the meanings specified in Exhibit A.

ARTICLE II

PURCHASE AND SALE; CLOSING

Section 2.01. Purchase and Sale of the Transferred Equity Interests. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, each Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from each such Seller, all of such Seller's right, title and interest in, to and under the Transferred Equity Interests, Free and Clear.

Section 2.02. Purchase and Sale of Transferred Assets; Excluded Assets; Assumption of Assumed Liabilities; Excluded Liabilities.

(a) Transferred Assets. On the terms and subject to the conditions set forth in this Agreement and subject to the exclusions set forth in Section 2.02(b) and Section 2.03, at the Closing, each Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, acquire and accept from each such Seller, all of such Seller's right, title and interest in, to and under all of the properties, rights, titles, interests and other assets of such Seller, as the same shall exist immediately prior to the Closing, in each case, other than the Transferred Equity Interests (which, for the avoidance of doubt, each Seller shall sell, convey, assign, transfer and deliver to Buyer pursuant to Section 2.01) (collectively, the "**Transferred Assets**"), Free and Clear, including the following:

(i) all Cash of Sellers, if any, that is in excess of the Wind-Down Amount (such excess, if any, the "**Transferred Cash**");

(ii) except for Excluded Contracts and subject to Section 2.03, all Contracts to which a Seller is party, including the Transferred Executory Contracts (collectively, the "**Transferred Contracts**"), including as set forth on Schedule 2.02(a)(ii) (and as may be added to such Schedule 2.02(a)(ii) in accordance with Section 2.05), and all rights and benefits thereunder;

(iii) to the extent transferrable under applicable Law, all Permits and all pending applications therefor;

(iv) (A) all rights of such Seller under or pursuant to all warranties, representations and guarantees made by prior owners, suppliers, manufacturers, contractors or other third parties to the extent pertaining to any Transferred Assets and (B) all rights and defenses pertaining to any Assumed Liability;

(v) all Assigned Intellectual Property, including all Assigned Software and all Assigned Registered IP set forth on Schedule 2.02(a)(v), and all Assigned Systems;

(vi) all Personal Data owned, controlled or otherwise processed by or on behalf of such Seller or any of its respective Subsidiaries, including all databases and data collections containing any such Personal Data;

(vii) all rights of Sellers under the Leased Real Property, together with all equipment, machinery, structures, improvements, fixtures and other movable property and appurtenances thereto and rights in respect thereof, and all rights arising thereunder, and all tenements, hereditaments, appurtenances, rights of ways, easements, licenses, servitudes, surface leases, subsurface agreements and other real property rights and privileges appertaining thereto;

(viii) all personnel files related to the Transferred Entity Employees and Transferred Seller Employees;

(ix) without limiting Section 2.02(a)(ii), all rights of Sellers under non-disclosure or confidentiality, non-compete or non-solicitation Contracts with current and former employees, directors, consultants, independent contractors, service providers and agents of Sellers or any of their respective Subsidiaries or Affiliates or with third parties;

(x) the Transferred Books and Records;

(xi) all claims, rights or interests of Sellers and the Transferred Entities in or to any refund, rebate, abatement or other recovery for Taxes in respect of any Taxes that are Assumed Liabilities;

(xii) all Tax Returns and all records (including all working papers) related thereto filed by or with respect to, or that otherwise relate to, Sellers, the Transferred Assets or the Transferred Entities (which, for the avoidance of doubt, shall include any consolidated, combined, unitary or similar Tax Returns that include one or more Transferred Entity);

(xiii) all personal property and interests therein owned by any Seller, including inventory (if any), furniture, furnishings, office equipment, communications equipment, vehicles and other tangible personal property (including, rights, if any, in any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person), wherever located;

(xiv) all inventory wherever located, including raw materials, works in progress, finished goods, packaging, supplies, tooling and parts, whether held at any location or facility of any Seller or in transit to any Seller, in each case, as of the Closing Date;

(xv) all goodwill and other intangible assets of Sellers, including, but not limited to, all customer relationships;

(xvi) all claims, causes of action, lawsuits, judgements and demands of any nature, in each case, available to or being pursued by Sellers or any of their Affiliates, whether arising by way of counterclaim;

(xvii) all causes of action (including causes of action related to the ongoing operations of the Business) to avoid a transfer of property or an obligation incurred by any Seller arising under sections 542, 544, 545, and 547 through and including 553 of the Bankruptcy Code or any other federal, state, or foreign law pertaining to actual or constructive fraudulent transfer, fraudulent conveyance, or voidable transactions;

(xviii) all credits, prepaid expenses, refunds, deferred charges, advance payments, Deposits, prepaid items, excess or unearned premiums, costs and duties, in each case, to the extent related to a Transferred Asset;

(xix) all guaranties, indemnities and similar rights in favor of Sellers;

(xx) to the extent transferrable, all express or implied warranties related to any of the foregoing in favor of Sellers;

(xxi) all Accounts Receivable related to the Business or the Transferred Assets, including, for the avoidance of doubt, all Accounts Receivable owed or otherwise due to any Seller from any Transferred Entity;

(xxii) the Seller Employee Plans set forth in Schedule 4.14(f) (collectively, the “**Assumed Seller Employee Plans**”) and all assets held with respect to the Assumed Seller Employee Plans;

(xxiii) all rights of recovery under or arising out of all Insurance Policies, except for rights under or arising out of (A) policies maintained that relate primarily to Excluded Assets or Excluded Liabilities and (B) directors’ and officers’ insurance policies or binders of Sellers and their Affiliates;

(xxiv) all written policies and procedures of Sellers related to the Transferred Assets or the Business;

(xxv) other than Cash (which shall be governed by Section 2.02(a)(i) and Section 2.02(b)(iv)), the contents of all bank accounts, safety deposit boxes, lock boxes and securities accounts of such Seller or any of its respective Subsidiaries, in each case to the extent related to the Business;

(xxvi) all other assets, properties or rights of every kind and description, wherever located, whether real, personal or mixed, tangible or intangible, that are owned by a Seller; and

(xxvii) all right, title and interest of any of Sellers in, to or under any of the foregoing.

(b) Excluded Assets. Notwithstanding anything to the contrary herein or in any other Transaction Agreement, the following assets (collectively, the “**Excluded Assets**”), shall be retained by Sellers and their respective Subsidiaries (other than the Transferred Entities) and nothing herein will be deemed to constitute an agreement to, or shall, sell, convey, assign, transfer or deliver the Excluded Assets to Buyer, and Sellers will, from and after the Closing, retain all right, title and interest to, in and under such Excluded Assets:

(i) all Contracts set forth on Schedule 2.02(b)(i), including those designated for rejection under sections 365 or 1123 of the Bankruptcy Code (including, for the avoidance of doubt, any Contract that is designated as an Excluded Contract pursuant to Section 2.05) (“**Excluded Contracts**”);

(ii) any amounts paid or payable to Sellers pursuant to this Agreement or any other Transaction Agreement;

(iii) all Contracts with the Seller Advisor and/or any other agent, financial advisor, investment banker, broker, finder, consultant, counsel, accountant or other third-party representative or similar Person engaged or employed in connection with the Bankruptcy Cases and/or the Transactions;

(iv) all Cash, other than Cash constituting Transferred Cash;

(v) all Tax Returns and all records (including all working papers) related thereto (other than those Tax Returns that constitute Transferred Assets under Section 2.02(a)(xii));

(vi) all (A) Insurance Policies and (B) all rights of recovery under or arising out of all Insurance Policies, except as set forth in Section 2.02(a)(xxiii);

(vii) all Permits the transfer of which, as contemplated under Section 2.02(a)(iii), is prohibited by applicable Law;

(viii) all rights and interests of Sellers under the Transaction Agreements;

(ix) (A) any books and records to the extent relating to the Excluded Assets or the Bankruptcy Cases, (B) any books and records or other materials of or in the possession of Sellers or the Transferred Entities that (1) any of Sellers are required by Law or by order of the Bankruptcy Court to retain or (2) any of Sellers or Transferred Entities are prohibited by Law from delivering to Buyer (including confidential and personal medical records), (C) any copies of any books and records that Sellers and their Affiliates retain pursuant to Section 7.04 or (D) any books, records, files or papers that are not Transferred Books and Records;

(x) any Seller Employee Plan that is not an Assumed Seller Employee Plan and all assets held with respect to such Seller Employee Plan;

(xi) (A) all records and reports prepared or received by any Seller or any of their respective Affiliates or Representatives in connection with the sale of the Business, the Transferred Assets or the Transactions or any other Transaction Agreement or in connection with the Bankruptcy Cases, including all such analyses relating to Buyer or any third-party bidder or potential purchaser, (B) all bids and expressions of interest received from third parties with respect to the Business or the Transferred Assets and (C) all privileged communications that are the subject of Section 12.22;

(xii) any warranties, representations and guarantees pertaining to any Excluded Asset or rights and defenses pertaining to any Excluded Liability; and

(xiii) all capital stock or other equity interests in any Seller.

(c) Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement and subject to the exclusions set forth in Section 2.02(d), as partial consideration for the Transferred Assets, Buyer shall, at the Closing, assume and thereafter timely pay, discharge and perform if, as and when due in accordance with their terms, the following Liabilities of Sellers to the extent arising from or related to the Transferred Assets and/or the Business (the “**Assumed Liabilities**”):

(i) all Liabilities arising under any of the Transferred Contracts;

(ii) all Liabilities with respect to Transfer Taxes;

(iii) all Cure Costs payable by Buyer pursuant to Section 2.05;

(iv) all Liabilities relating to Buyer’s ownership or operation of the Transferred Assets, but solely to the extent arising from events, facts or circumstances that occur after the Effective Time;

(v) all accounts payable with respect to the Transferred Assets that are incurred in the ordinary course of business (taking into account the Bankruptcy Cases) and are owed or otherwise due to Persons other than Sellers (including, for the avoidance of doubt, (A) invoiced accounts payable and (B) accrued but uninvoiced accounts payable), except for (1) those arising under section 503(b)(9) of the Bankruptcy Code and (2) those set forth in Section 2.02(d)(xiii);

(vi) all Liabilities for Taxes of Sellers solely to the extent such Taxes either (A) are an administrative expense of the kind specified in section 503(b)(1)(B) of the Bankruptcy Code and allowed against a Seller by an Order of the Bankruptcy Court and relate to any taxable period beginning before the Closing Date, (B) are entitled to priority under section 507(a)(8) of the Bankruptcy Code and allowed against a Seller by an Order of the Bankruptcy Court and relate to any taxable period beginning before the Closing Date, (C) relate to any taxable period (or portion thereof) beginning (1) on January 1, 2025 or (2) after January 1, 2025, and ending on or before the Closing Date, or (D) arise as a result of the continued ownership of the

product and manufacturer licenses for the products described in the TSA(s), including with respect to performance of the requirements under the TSA(s) (such Taxes collectively, “**Assumed Taxes**”);

(vii) all Liabilities in respect of (A) the Transferred Seller Employees arising or relating to the period after the Closing, and (B) the Assumed Seller Employee Plans; and

(viii) all Liabilities arising out of or relating to amounts required to be paid by Buyer hereunder.

(d) Excluded Liabilities. Notwithstanding any other provision of this Agreement, Buyer is not assuming or agreeing to pay or discharge any Liabilities, irrespective of whether the same arise or accrue prior to, on or following the Closing Date, of Sellers other than the Assumed Liabilities (any such Liabilities other than the Assumed Liabilities, collectively, the “**Excluded Liabilities**”), and Sellers shall, from and after the Closing, retain, pay, discharge and perform if, as and when due in accordance with their terms, all such Excluded Liabilities, as applicable, it being understood that the Excluded Liabilities include the following:

(i) all Liabilities arising out of, relating to or resulting from any Excluded Asset (including, for the avoidance of doubt, any Contract that is designated as an Excluded Contract pursuant to Section 2.05 and any Permit or claim that is not transferred to Buyer hereunder), including all Liabilities arising out of, relating to or resulting from the rejection of any Contract under sections 365 or 1123 of the Bankruptcy Code;

(ii) any Liability (including for any intercompany accounts payable) due or owing to any Seller;

(iii) all Liabilities owing to the Seller Advisor and/or any other agent, financial advisor, broker, finder, consultant, counsel, accountant or other third-party representative engaged or employed by Sellers or the Transferred Entities in connection with the Bankruptcy Cases and/or the Transactions;

(iv) all Liabilities in respect of (A) any current or former Service Provider of Sellers who is not a Transferred Seller Employee or Transferred Entity Employee, whether arising or relating to the period before, on or after the Closing Date, (B) any Transferred Seller Employee, arising or relating to the period before or on the Closing Date and (C) any Seller Employee Plan that is not an Assumed Seller Employee Plan;

(v) all claims, costs and expenses (other than Cure Costs) incurred in connection with the initiation or conduct of the Bankruptcy Cases, including all Liabilities arising out of the consummation of a plan of reorganization, including any distributions or other actions taken by any of Sellers and their bankruptcy estates (whether existing as of the Agreement Date or arising in the future);

(vi) all Liabilities arising under section 503(b)(9) of the Bankruptcy Code;

(vii) any Liability of such Seller or any of its respective Subsidiaries or predecessors associated with any and all Debt, including any guarantees of third-party obligations and reimbursement obligations to guarantors of such Seller's or its respective Subsidiaries' or Affiliates' obligations, and including any guarantee obligations or imputed Liability through piercing incurred in connection with such Seller's Affiliates or Subsidiaries, except for Liabilities described under Section 2.02(c)(i);

(viii) all Liabilities relating to or arising out of the manufacture, storage, marketing, promotion, sale, distribution, packaging, labeling or use of the Products, whether arising under warranty, contract, equity, tort, strict liability, product liability, product defect, statute or otherwise, except for Liabilities described under Section 2.02(c)(i);

(ix) all Liabilities arising under Environmental Laws, other than to the extent arising out of the ownership or operation of the Business or any Transferred Asset after the Closing;

(x) all Liabilities relating to claims, actions, suits, arbitrations, litigation matters, proceedings or investigations (in each case whether involving private parties, Government Authorities, or otherwise) involving, against or affecting any Transferred Asset, the Business, such Seller, any of its respective Subsidiaries, Affiliates or predecessors, or any asset or property of such Seller, any of its respective Subsidiaries, Affiliates or predecessors, in each case arising out of the ownership or operation of the Business or any Transferred Asset prior to the Closing;

(xi) all Liabilities of such Seller or any of its respective predecessors to their respective current or former equityholders with respect to dividends, distributions in liquidation, redemptions of interests, option payments or otherwise;

(xii) all Liabilities arising out of or relating to any business or property formerly owned or operated by such Seller, any of its respective Subsidiaries, Affiliates or predecessors, but not presently owned and operated by such Seller as of the date hereof;

(xiii) all Liabilities arising out of or relating to any rebates, administrative fees, late fees or other amounts owed to, or asserted by, pharmacy benefit managers, state Medicaid entities or other managed care organizations (including entities that are or were party to Excluded Contracts and the affiliates of such entities), except to the extent such Liabilities arise under a Transferred Contract;

(xiv) all Liabilities for Taxes other than Assumed Taxes; and

(xv) any other Liabilities under this Agreement (including as a result of breach thereof) and the Transactions and any other Liabilities relating to amounts to be paid by Sellers pursuant to this Agreement.

Section 2.03. Assignment of Certain Transferred Assets. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to sell, convey, assign, transfer and deliver to Buyer (in each case, solely with respect to Transferred Assets held by Sellers, any Transferred Asset and any claim or right or any benefit arising thereunder or resulting therefrom, and not, for the avoidance of doubt, any asset, claim, right or

benefit held by, and therefore acquired indirectly through the acquisition of, any of the Transferred Entities) if such attempted sale, conveyance, assignment, transfer or delivery thereof, without the Consent of a third party (including any Government Authority), would constitute a breach or other contravention thereof or a violation of applicable Law or Order. If, on the Closing Date, (a) any such Consent has not been obtained or (b) the Bankruptcy Court has not entered an Order providing that such Consent is not required, in any case, such that an attempted sale, conveyance, assignment, transfer or delivery of such Transferred Asset would be ineffective or a violation of applicable Law or Order, Sellers and Buyer will, at any Party's request, subject to Section 6.03 and Section 6.04, cooperate in good faith to promptly obtain such Consent and/or enter into a mutually agreeable arrangement under which, until the Wind-Up Date, (i) Buyer would, in compliance with any applicable Law or Order, obtain the benefits and assume the obligations and bear the economic burdens associated with such Transferred Asset in accordance with this Agreement, including, for example (and without limitation of other similar arrangements being employed instead and in place thereof), by subcontracting, sublicensing or subleasing such Transferred Asset to Buyer and/or (ii) Sellers would enforce for the benefit (and at the expense) of Buyer any and all of Sellers' rights, claims or benefit against a third party associated with such Transferred Asset and Sellers would promptly pay to Buyer when received all monies received by them under any such Transferred Asset, claim, right or benefit (net of Sellers' reasonable out-of-pocket expenses incurred in connection with any sale, conveyance, assignment, transfer, delivery or other performance contemplated by this Section 2.03). To the extent permitted under Law, the applicable Seller(s) shall hold in trust for and pay to Buyer promptly upon receipt thereof, such Transferred Asset and all income, proceeds and other monies received by any Seller to the extent related to such Transferred Asset in connection with the arrangements under this Section 2.03. If any Consent for the sale, conveyance, assignment, transfer or delivery of any Transferred Asset not sold, conveyed, assigned, transferred or delivered at the Closing as contemplated by this Section 2.03 is obtained following the Closing, then the applicable Seller(s) shall sell, convey, assign, transfer and deliver to Buyer (as applicable) such Transferred Asset to Buyer at no additional cost or obligation.

Section 2.04. Closing. Subject to the satisfaction of the Closing Conditions and the terms of this Agreement, the closing of the sale and purchase of the Transferred Equity Interests and the Transferred Assets and the assumption of the Assumed Liabilities (the "**Closing**") shall take place remotely by telephone conference and electronic exchange of documents, at 9:00 a.m. (New York City time) on the third (3rd) Business Day following the date upon which all Closing Conditions are satisfied or waived in writing (to the extent permitted by applicable Law) in accordance with Article X (other than those Closing Conditions that by their nature can only be satisfied at the Closing, but subject to the satisfaction or waiver of those Closing Conditions at such time), or on such other date or at such other time or place as the Parties may agree in writing. The date on which the Closing occurs is referred to in this Agreement as the "**Closing Date**." For all purposes under this Agreement and each other Transaction Agreement, (a) except as otherwise expressly provided in this Agreement or such other Transaction Agreements, all matters at the Closing will be considered to take place simultaneously and (b) the Closing shall be deemed effective as of the Effective Time.

Section 2.05. Cure Costs; Executory Contracts.

(a) Subject to Section 2.03 of this Agreement and section 365 of the Bankruptcy Code and the Sale Order, and except as provided in Section 2.05(d), on or prior to Closing, each

Debtor that is a Seller shall assume and, effective as of the Closing, assign, transfer and deliver to Buyer, and Buyer shall assume from such Seller, the Transferred Executory Contracts to which such Seller is a party. All Cure Costs shall be paid by Buyer at or after Closing in accordance with the procedures set forth in the Sale Order (or, with respect to any Contract for which a cure objection has not been finally resolved as of the Closing, in accordance with Section 2.05(d)).

(b) As soon as reasonably practicable after the Agreement Date and in accordance with the Bidding Procedures Order, Sellers shall (i) file with the Bankruptcy Court a list of each Executory Contract and the proposed amount of the Cure Costs associated with such Executory Contract (such list, the “**Available Contract Schedule**”) and (ii) serve written notice (each, a “**Cure Notice**”) to the non-debtor counterparty(ies) to each Executory Contract, which notice shall include the Available Contract Schedule. If, at any time prior to the Closing Date, any Debtor that is a Seller becomes aware that it is a party to an Executory Contract that is not listed on the Available Contract Schedule (each, an “**Undisclosed Contract**”), such Seller shall promptly update the Available Contract Schedule with respect to such Undisclosed Contract and (A) file with the Bankruptcy Court such updated Available Contract Schedule and (B) serve a Cure Notice, which notice shall include such updated Available Contract Schedule, to the non-debtor counterparty(ies) to such Undisclosed Contract.

(c) From time to time after the Agreement Date, but not later than five (5) Business Days prior to the Closing Date (the “**Designation Deadline**”), to the extent consistent with the Bidding Procedures Order, Buyer may, in its sole discretion, elect, by written notice to Seller, each Executory Contract it wishes to be assigned, transferred and delivered to it on the Closing Date (each such Contract, a “**Transferred Executory Contract**”), and each such Transferred Executory Contract shall be deemed a Transferred Contract for all purposes hereof and automatically (without action of any Party or Person) added to Schedule 2.02(a)(ii). Any Executory Contract not designated by Buyer in writing as a Transferred Executory Contract on or before the Designation Deadline shall be deemed an Excluded Contract for all purposes hereof and automatically (without action of any Party or Person) added to Schedule 2.02(b)(i). From time to time prior to the Designation Deadline, Buyer may, in its sole discretion, elect, by written notice to Seller, to remove any Executory Contract from Schedule 2.02(a)(ii) and, from and after such date, such Executory Contract shall be deemed an Excluded Contract for all purposes hereof and automatically (without action of any Party or Person) added to Schedule 2.02(b)(i). On or before the Closing Date, Sellers will file with the Bankruptcy Court a notice of assumption and shall serve such notice on each applicable non-debtor counterparty in accordance with the Bidding Procedures Order, which notice of assumption shall identify all Transferred Executory Contracts. Notwithstanding the foregoing, an Executory Contract shall not be a Transferred Executory Contract hereunder and shall not be assigned to, or assumed by, any Debtor that is a Seller if such Executory Contract terminates or expires in accordance with its own terms on or prior to the Designation Deadline and is not continued or otherwise extended prior to or upon assumption. For the avoidance of doubt, if Buyer exercises its rights pursuant to this Section 2.05(c) to designate an Executory Contract as a Transferred Executory Contract or as an Excluded Contract (as the case may be), there will be no increase or reduction in the Credit Bid Amount as a result of such designation or change in designation.

(d) If any objections are filed by, or received from, any non-debtor counterparty in response to a Cure Notice or potential assumption and assignments of an Executory Contract,

each Seller will use commercially reasonable efforts to resolve any such objections with such non-debtor counterparty. If any such objection is not consensually resolved or finally determined by the Bankruptcy Court prior to the Closing Date with respect to any Transferred Executory Contract, such Transferred Executory Contract shall not be assumed and assigned and transferred to Buyer at Closing and instead shall be assumed and assigned and transferred to Buyer on the date on which (or as soon as reasonably practicable thereafter) such objection has been resolved to the mutual satisfaction of Sellers and Buyer.

ARTICLE III

PURCHASE PRICE

Section 3.01. Purchase Price. Subject to the terms and conditions set forth in this Agreement, the aggregate consideration to be paid by Buyer for the sale of all of the Transferred Equity Interests and the Transferred Assets shall be (a) the release of Sellers and their respective Subsidiaries of all Prepetition First Lien Obligations, all First Lien Secured Parties Adequate Protection Obligations, all Prepetition Second Lien Obligations, and all Second Lien Secured Parties Adequate Protection Obligations (each as defined in the Cash Collateral Orders) (the “**Credit Bid Amount**”) and (b) the assumption of the Assumed Liabilities, including the assumption of the obligation to pay the Cure Costs under Section 2.05. The payment and delivery of the Credit Bid Amount shall be satisfied (and deemed paid) solely and exclusively by means of a credit against amounts due and owing under each of the Credit Agreements and the Cash Collateral Orders as of the Closing Date (and, for the avoidance of doubt, Buyer shall have no obligation to pay or deliver any portion of the Credit Bid Amount in cash).

Section 3.02. Certain Closing Deliverables. At the Closing:

- (a) Sellers shall deliver or cause to be delivered to Buyer the following:
 - (i) to the extent the Transferred Equity Interests are certificated, certificates evidencing the Transferred Equity Interests, duly endorsed in blank or accompanied by stock powers duly executed in blank (or, if the Transferred Equity Interests are uncertificated, an instrument of transfer with respect to the Transferred Equity Interests in form and substance reasonably acceptable to Buyer, duly executed by the applicable Sellers);
 - (ii) a counterpart of the Bill of Sale, Assignment and Assumption Agreement for the Transferred Assets, in the form attached hereto as Exhibit B (the “**Bill of Sale, Assignment and Assumption Agreement**”), duly executed by the applicable Sellers;
 - (iii) a counterpart of the IP Assignment Agreement, in the form attached hereto as Exhibit C (the “**IP Assignment Agreement**”), duly executed by the applicable Sellers;
 - (iv) a copy of the Sale Order as entered by the Bankruptcy Court;
 - (v) the officer’s certificate required to be delivered to Buyer pursuant to Section 10.03(a)(iii);

(vi) an IRS Form W-9 from each Seller (or its regarded owner) selling, conveying, transferring or delivering any Transferred Assets or Transferred Equity Interests;

(vii) a counterpart of any such TSA(s) entered into pursuant to Section 6.10, as duly executed by Sellers and their Subsidiaries, as applicable, that are party thereto; and

(viii) without limiting Section 7.05, any and all other instruments of conveyance and transfer reasonably requested by Buyer, in form and substance reasonably acceptable to Sellers and Buyer, as may be necessary to convey the Transferred Equity Interests and Transferred Assets to Buyer or to otherwise give effect to the Transactions to occur at the Closing.

(b) Buyer shall deliver or cause to be delivered to Sellers the following:

(i) a receipt for the Transferred Equity Interests, duly executed by Buyer and other instruments of transfer duly executed by Buyer, in each case, to the extent required by applicable Law to validly transfer title in and to the Transferred Equity Interests to Buyer;

(ii) a counterpart of the Bill of Sale, Assignment and Assumption Agreement, duly executed by Buyer;

(iii) a counterpart of the IP Assignment Agreement, duly executed by Buyer (or its designee);

(iv) the officer's certificate required to be delivered to Sellers pursuant to Section 10.02(a)(iii);

(v) a payoff letter, release letter or similar document acknowledging the conversion of the Credit Bid Amount as consideration for the transfer of the Transferred Assets and cancellation and discharge of the same amount of the obligations arising under the Credit Agreements, in form and substance reasonably acceptable to Seller;

(vi) a counterpart of any such TSA(s) entered into pursuant to Section 6.10, as duly executed by Buyer and/or Buyer's Affiliates that are party thereto; and

(vii) without limiting Section 7.05, all other instruments of conveyance and transfer reasonably requested by Sellers, in form and substance reasonably acceptable to Sellers and Buyer, as may be necessary to convey the Transferred Equity Interests and Transferred Assets to Buyer or to otherwise give effect to the Transactions to occur at the Closing.

Section 3.03. Purchase Price Allocation. Buyer and Sellers agree to allocate the Credit Bid Amount, the Assumed Liabilities, and all other relevant items among the Transferred Assets and the Transferred Equity Interests (which in the case of a disregarded entity, shall be the assets of such entity) in accordance with this Section 3.03. No later than ninety (90) days following the Closing Date, Buyer shall deliver to Sellers a proposed allocation of the Credit Bid Amount and the Assumed Liabilities (and all other relevant items) as of the Closing Date among the Transferred Assets and the Transferred Equity Interests (which in the case of a disregarded entity, shall be the assets of such entity) determined in a manner consistent with Section 1060 of the Code and the

Treasury Regulations promulgated thereunder. Buyer shall consider in good faith any reasonable comments provided by Sellers within thirty (30) days of Buyer's delivery of the proposed allocation. The proposed allocation delivered by Buyer, as amended to reflect any such reasonable comments, shall be the **"Purchase Price Allocation."** The Purchase Price Allocation shall be conclusive and binding on the Parties. None of the Parties shall take any position inconsistent with the Purchase Price Allocation on any Tax Return, or in any audit or Tax proceeding, unless otherwise required by a final determination by a Government Authority. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 3.03 shall survive the Closing without limitation.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers hereby jointly and severally represent and warrant to Buyer, except as set forth in the Disclosure Schedules, as follows:

Section 4.01. Formation and Qualification of the Transferred Entities. Each Transferred Entity is a corporation or other entity duly incorporated, formed or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation, formation or organization and has the requisite corporate or other appropriate power and authority to operate its business as now conducted. Each Transferred Entity is duly qualified as a foreign corporation or other organization to do business, and, to the extent legally applicable, is in good standing, in each jurisdiction in which the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified or in good standing has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.02. Capital Structure of the Transferred Entities.

(a) The authorized capital stock or other equity interests (if applicable) and the number of issued and outstanding shares or other equity interests of each Company is set forth on Schedule 4.02(a). Subject to the entry of the Sale Order and the discharge of any applicable Lien pursuant thereto, Sellers own all of the Transferred Equity Interests, free and clear of any and all Liens, except (i) any transfer restrictions of general applicability arising under the Securities Act or any other applicable securities Laws or those arising under the organizational or governing documents of the Companies, (ii) any Lien arising out of, under or in connection with this Agreement or any other Transaction Agreement or (iii) Permitted Liens. All of the Transferred Equity Interests have been duly authorized and validly issued, are, as applicable, fully paid and nonassessable and were not issued in violation of any preemptive rights, purchase or call rights, rights of first refusal, or subscription rights. Except as set forth on Schedule 4.02(a), there are no outstanding (A) shares of capital stock or other equity interests in the Companies, or (B) options, warrants, redemption or repurchase rights, "phantom" stock rights, stock appreciate rights, stock-based performance units, or rights of conversion or other similar rights, agreements, arrangements or commitments obligating any Company to issue, deliver, offer or sell any shares of its capital stock, other equity interests or securities convertible into or exchangeable for any of the foregoing, other than as expressly provided in this Agreement. There are no voting trusts, stockholder or

shareholder agreements, registration rights agreements, proxies or other agreements in effect with respect to the voting or transfer of the Transferred Equity Interests of any Company.

(b) The authorized capital stock or other equity interests (if applicable) and the number of issued and outstanding shares or other equity interests of each Business Subsidiary is set forth on Schedule 4.02(b). One or more of the Companies and/or the Business Subsidiaries own all of the outstanding capital stock or other equity interests of each Business Subsidiary, free and clear of any and all Liens, except (i) any transfer restrictions of general applicability arising under the Securities Act or any other applicable securities Laws or those arising under the organizational or governing documents of the Business Subsidiaries, (ii) any Lien under this Agreement or any other Transaction Agreement or (iii) Permitted Liens. All outstanding shares or other equity interests of each Business Subsidiary have been duly authorized and validly issued and, to the extent applicable, are fully paid and nonassessable and were not issued in violation of any preemptive rights, purchase or call rights, rights of first refusal, or subscription rights. Except as set forth on Schedule 4.02(b), there are no outstanding (A) shares of capital stock or other equity interests in the Business Subsidiaries, other than the equity interests of such Business Subsidiaries owned by other Transferred Entities, or (B) options, warrants, redemption or repurchase rights, “phantom” stock rights, stock appreciate rights, stock-based performance units, or rights of conversion or other rights, agreements, arrangements or commitments obligating any Business Subsidiary to issue deliver, offer or sell any of its shares, other equity interests or securities convertible into or exchangeable for any of the foregoing, other than as provided in this Agreement. There are no voting trusts, stockholder or shareholder agreements, registration rights agreements, proxies or other agreements in effect with respect to the voting or transfer of the shares or other equity interests of any Business Subsidiary.

(c) Other than (i) the Transferred Entities and (ii) with respect to LSGC, LSI, LSC, LSIPH, and LSIT, Sellers have no Subsidiaries and do not own equity interests in any other Person.

Section 4.03. Formation and Authority of Sellers; Enforceability. Each Seller is a corporation or other entity duly incorporated, formed or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation, formation or organization. Except for such authorizations required by the Bankruptcy Court, each Seller has the requisite corporate or other appropriate power to execute, deliver and perform its obligations under this Agreement and will have prior to the Closing the requisite corporate or other appropriate power to execute, deliver and perform its obligations under the other Seller Transaction Agreements (including the consummation of the Seller Transactions). Each Seller has the requisite corporate or other appropriate power and authority to operate its business as now conducted (including the Transferred Assets and the Transferred Equity Interests) and is duly qualified as a foreign corporation or other organization to do business, and to the extent legally applicable, is in good standing in each jurisdiction in which the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified or in good standing has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The execution, delivery and performance by each Seller of the Seller Transaction Agreements (including the consummation of the Seller Transactions) to which it is a party have been duly authorized by all requisite corporate or organizational action on the part of such Seller, and no shareholder or other similar approval is

required in connection with such Seller's execution, delivery and performance of the Seller Transaction Agreements. Except for such authorizations as may be required by the Bankruptcy Court, this Agreement has been duly executed and delivered by each Seller, and upon execution and delivery thereof, the other Seller Transaction Agreements will be duly executed and delivered by Sellers party thereto, and (assuming due authorization, execution and delivery thereof by the other parties hereto and thereto) this Agreement constitutes, and upon execution and delivery thereof, the other Seller Transaction Agreements will constitute, legal, valid and binding obligations of Sellers party thereto and be enforceable against Sellers party thereto in accordance with their respective terms, subject to the Bankruptcy and Equity Exception.

Section 4.04. No Conflict. Provided that all Consents, waivers or other actions listed on Schedule 4.04 or described in Section 4.05 have been obtained or satisfied, except as otherwise expressly provided in this Article IV and except as may result solely and exclusively from any facts or circumstances relating to Buyer or its Affiliates (other than Sellers and their Subsidiaries), the execution, delivery and performance by Sellers of the Seller Transaction Agreements (including the consummation of the Seller Transactions) do not and will not:

(i) violate or conflict with the certificate or articles of incorporation or bylaws or similar organizational or governing documents of any of Sellers or any of the Transferred Entities;

(ii) violate in any material respect any Law or Order applicable to Sellers, the Transferred Entities or the Business; or

(iii) subject to the entry of the Sale Order, violate or conflict with, result in any breach of, or constitute a violation or default (or, any event that, with notice or lapse of time, or both would constitute a default) under, or give to any Person any right to terminate, accelerate or cancel, or result in a material loss under, or the creation of any Lien on any Transferred Equity Interests, any Transferred Assets or any assets of any Transferred Entity pursuant to, (A) any Transferred Contract or (B) any material Contract to which any Transferred Entity is a party; except, in the case of this clause (iii), as would not, individually or in the aggregate, (1) have a Material Adverse Effect or (2) prevent, materially delay or materially impair Sellers' ability to consummate the Transactions or perform their obligations under the Seller Transaction Agreements.

Section 4.05. Consents and Approvals. Except as set forth on Schedule 4.05, the execution, delivery and performance by Sellers of the Seller Transaction Agreements (including the consummation of the Seller Transactions) do not and will not require any Consent, waiver, or other action from or by, or any filing with or notification to, any Government Authority by any Seller or any Transferred Entity, except (a) in connection with applicable filing, notification, waiting period or approval requirements under applicable Antitrust Laws, (b) where the lack of any such Consent, waiver, or other action or filing or notification would not reasonably be expected to have a Material Adverse Effect or materially impair any Seller's ability to consummate the Transactions or perform its obligations under the Seller Transaction Agreements or (c) as may be necessary solely and exclusively as a result of any facts or circumstances relating to Buyer or its Affiliates.

Section 4.06. Financial Statements; Absence of Certain Undisclosed Liabilities.

(a) Sellers have previously delivered to Buyer the (i) (1) unaudited consolidated balance sheet as of December 29, 2024 and the related consolidated statement of operations, changes in stockholders' equity and cash flows for the fiscal year then ended, of Sellers and their respective Subsidiaries (the "**Unaudited 2024 Annual Financial Statements**"), and (2) the audited consolidated balance sheets as of December 31, 2023, and the related consolidated statement of operations, changes in stockholders' equity and cash flows for the fiscal year then ended, of Sellers and their respective Subsidiaries (the "**Audited 2023 Annual Financial Statements**"), and (ii) unaudited consolidated balance sheets as of June 29, 2025 and the related unaudited consolidated statements of operations, changes in stockholders' equity and cash flows for the six (6)-month period then ended, of Sellers and their respective Subsidiaries (the "**Unaudited 2025 Financial Statements**", collectively and together with the Unaudited 2024 Annual Financial Statements, the "**Unaudited Financial Statements**"). The Audited 2023 Annual Financial Statements have been prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto and subject to any adjustments described therein, including in any notes thereto) and fairly present in all material respects the consolidated financial position of Sellers and their respective consolidated Subsidiaries as of the dates thereof and the consolidated results of their operations and cash flows for the periods shown, except as may be indicated in the notes thereto. The Unaudited Financial Statements have been prepared by Sellers and their Subsidiaries for management purposes. In the event the Unaudited Financial Statements were audited, material adjustments, including with respect to impairment of goodwill, intangible assets, and other assets, and the related tax impacts from such adjustments, may be required.

(b) Other than Liabilities (i) reflected or reserved against in the Audited 2023 Annual Financial Statements or Unaudited Financial Statements, (ii) that have arisen since June 29, 2025 in the ordinary course of business, (iii) that are Excluded Liabilities, (iv) that are Taxes, (v) that are executory obligations arising pursuant to the terms of the Transferred Contracts, (vi) incurred in connection with the Transaction or the Bankruptcy Cases or (vii) that would not reasonably be expected to have a Material Adverse Effect, there are no Liabilities of Sellers or their respective Subsidiaries with respect to the Business or the Transferred Assets that are required to be reflected on a balance sheet prepared in accordance with GAAP.

Section 4.07. Absence of Litigation.

(a) Except as set forth on Schedule 4.07(a), as of the Agreement Date, there are no Actions or Orders pending, existing or, to the Knowledge of Sellers, threatened in writing against Sellers (with respect to the Business) or relating to the Transferred Assets or the Transactions that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or that would affect, prevent, materially delay or materially impair any Seller's ability to consummate the Transactions or perform its obligations under the Seller Transaction Agreements.

(b) As of the Agreement Date, there are no Actions or Orders pending, existing or threatened in writing against the Transferred Entities (with respect to the Business).

Section 4.08. Real Property; Title.

(a) Except as set forth on Schedule 4.08(a), no Seller nor any Transferred Entity owns any real property.

(b) Except for Permitted Liens, the Transferred Assets (other than any personal property leased pursuant to a Transferred Contract) are owned by Sellers or the Transferred Entities, and Sellers have good and valid title to the Transferred Assets (as applicable), and effective as of immediately following the Closing, subject to Section 2.03 and Buyer's payment of Cure Costs in accordance with Section 2.05, and subject to entry of the Sale Order, Buyer will own good and valid title to each of the Transferred Assets or will be vested with good and valid title to such Transferred Assets, as the case may be, free and clear of all Liens, to the fullest extent permissible under section 363(f) of the Bankruptcy Code.

(c) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Business, all tangible assets of the Transferred Assets are (i) in good working order and condition in all material respects, ordinary wear and tear excepted, (ii) have been reasonably maintained, and (iii) are suitable in all material respects for the uses for which they are being utilized in the Transferred Assets and the Business as conducted by Sellers as of the date hereof. Except as would not, individually or in the aggregate, reasonably be expected to be material to the Business, the Transferred Assets constitute the material properties, assets and rights reasonably necessary, and are sufficient in all material respects, for, and constitute all of the material properties, assets and rights used in, the conduct of the Transferred Assets and the Business as currently conducted, taking into account the fact that the Excluded Assets shall not be acquired by Buyer pursuant to the terms of this Agreement.

Section 4.09. Compliance with Laws; Permits. The Business is being, and has been since January 1, 2023, conducted in compliance with all Laws or Orders applicable to the Business, except where the failure to be in compliance would not reasonably be expected to have a Material Adverse Effect. Sellers and the Transferred Entities hold all licenses, franchises, permits, certificates, approvals and authorizations from Government Authorities necessary for the lawful conduct of their respective businesses.

Section 4.10. Brokers. Except for PJT Partners LP (the "**Seller Advisor**") (whose fees and expenses shall be solely borne by Sellers as an Excluded Liability), no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses in connection therewith, in connection with the Transactions based upon arrangements made by or on behalf of Sellers or any of their Subsidiaries.

Section 4.11. Material Contracts.

(a) The Material Contracts as of the Agreement Date are set forth on Schedule 4.11. For purposes of this Agreement, "**Material Contract**" means any Contract (x) by which any of the Transferred Assets are bound or affected or (y) to which any Seller is a party or by which it is bound in connection with the Transferred Assets (in each case, excluding any Seller Employee Plans) that:

(i) relates to the acquisition or disposition of any Business (whether by merger, sale of stock, sale of assets or otherwise) for aggregate consideration under such Contract in excess of \$250,000 pursuant to which any earn-out, indemnification or deferred or contingent payment obligations remain outstanding that would reasonably be expected to involve payments by or to Sellers of more than \$250,000 after the Agreement Date (in each case, excluding for the avoidance of doubt, acquisitions or dispositions supplies, merchandise, products, equipment, properties or other assets in the ordinary course, or of supplies, merchandise, products, equipment, properties or other assets that are obsolete, worn out, surplus or no longer used or useful in the ordinary course);

(ii) is a Contract through which any Seller enters into a joint venture, partnership or similar agreement;

(iii) is a Contract (other than purchase orders) for the purchase of materials, supplies, goods, services, equipment or other assets pursuant to which Sellers would reasonably be expected to make payments of more than \$250,000 during any fiscal year;

(iv) is a Contract (other than purchase orders) for the sale of goods, products, services, or other assets pursuant to which Sellers would reasonably be expected to invoice more than \$250,000 during any fiscal year;

(v) (A) is a Contract pursuant to which any Seller or any Transferred Entity receives any license, sublicense, covenant not to sue, release, or waiver under any Intellectual Property of any third party (other than non-exclusive licenses for any third-party commercially available or off-the-shelf software with annual, aggregate fees of less than \$250,000); or (B) is Contract pursuant to which any Seller or any Transferred Entity grants any license, sublicense, covenant not to sue, release, or waiver under any Business Intellectual Property, other than any non-exclusive outbound license entered into in the ordinary course of business consistent with past practice, but excluding, in the case of each of clauses (A) and (B), any standard non-disclosure, Open Source Software license, or confidentiality agreement, in each case as entered into in the ordinary course of business consistent with past practice;

(vi) is a Contract for the sale of any of the assets of any Seller (whether by merger, sale of stock, sale of assets or otherwise) for consideration in excess of \$1,000,000 pursuant to which any Seller has continuing obligations that are material (other than (A) any Contract that is solely among Sellers and (B) any Contract for the sale of obsolete or unused inventory, equipment or similar assets);

(vii) is a Contract with a Government Authority involving an amount in excess of \$250,000;

(viii) is a lease, sublease or other Contract with respect to the Leased Real Property;

(ix) is a Contract between or among any Seller, on the one hand, and any directors, executive officers (as such term is defined in the Exchange Act) or any beneficial owner of five percent (5%) or more of any Transferred Equity Interests of any Transferred Entity (other

than Sellers) (or, to the Knowledge of Sellers, any immediate family member of any of the foregoing), on the other hand;

(x) is a settlement Contract with ongoing obligations (other than solely ongoing confidentiality obligations);

(xi) is a Contract regarding the acquisition or disposition (x) of a material portion of the business of the Transferred Entities or Transferred Assets, taken as a whole, (y) of any stock or assets that involves consideration of greater than \$1,000,000 (whether by merger, sale of capital stock or other equity interest, sale of assets or otherwise) after January 1, 2022 or (z) pursuant to which any Seller or Transferred Entity has any material unpaid earn-out or other deferred purchase price (or similar obligations or other material liabilities);

(xii) contains any provision (A) limiting, in any material respect, the right of any Seller or Transferred Entity to engage in any business, make use of any Business Intellectual Property, compete with any Person, or operate anywhere in the world, or (B) granting any exclusivity right to any third party or containing a “most favored nation” provision in favor of any third party;

(xiii) any Collective Bargaining Agreement; or

(xiv) any Contract (A) providing for the employment or engagement of any Business Service Provider, whose annual base compensation exceeds \$150,000, or (B) providing for any change in control, transaction, severance or other termination related payments or benefits to any Business Service Provider.

(b) Subject to requisite Bankruptcy Court approvals and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (subject to satisfaction by Buyer of any applicable Cure Costs) and except (i) as a result of the commencement of the Bankruptcy Cases and (ii) with respect to any Contract that has previously expired in accordance with its terms, been terminated, restated, or replaced, (A) each Material Contract is valid and binding on Sellers party and each other party thereto, and is in full force and effect, subject to the Bankruptcy and Equity Exception, (B) the applicable Seller and, to the Knowledge of Sellers, any other party thereto, have performed all obligations required to be performed by them under each Material Contract, (C) Sellers have received no written notice of the existence of any breach or default on the part of any Seller under any Material Contract, (D) there are no events or conditions that constitute, or, after notice or lapse of time or both, will constitute, a default on the part of a Seller or, to the Knowledge of Sellers, any counterparty under such Material Contract and (E) to the Knowledge of Sellers, Sellers have not received any written or oral notice from any Person that such Person intends, and, other than in connection with the Excluded Contracts, no Seller has given any written or oral notice to any such Person that such Seller intends, to terminate, cancel, rescind, repudiate or procure or not renew, any Material Contract or any provision thereof.

Section 4.12. Environmental Matters.

(a) Except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect, (i) Sellers and the Transferred Entities are, and, since January 1, 2022, have been, in compliance with all applicable Environmental Laws, (ii)

neither any Seller nor any Transferred Entity has received any written notice alleging that any Seller or Transferred Entity is in violation of or liable under, any Environmental Law that is unresolved, (iii) Sellers and the Transferred Entities possess and are and have been in compliance with Environmental Permits, (iv) there is no Action under or pursuant to any Environmental Law or Environmental Permit that is pending or, to the Knowledge of Sellers, threatened against any Seller or Transferred Entity, (v) neither Sellers nor any Transferred Entity are subject to any Order imposed by any Government Authority pursuant to Environmental Laws under which there are uncompleted, outstanding or unresolved obligations on the part of any Seller or Transferred Entity, and (vi) there are no Hazardous Materials present at, in, on or under the Leased Real Property or any real property owned, leased or occupied by any Transferred Entity in quantities or concentrations. No Seller nor any of its respective Subsidiaries, has manufactured, distributed, treated, stored, arranged for or permitted the disposal of, transported, handled, or exposed any Person to, any Hazardous Materials, except for such action that was taken in compliance in all material respects with applicable Environmental Law or would not reasonably be expected to result in material Liability to Sellers and their respective Subsidiaries taken as a whole. No Seller nor any of its respective Subsidiaries has contractually assumed, pursuant to any acquisition, divestiture, or merger, any obligation of another Person under any Environmental Law that could reasonably be expected to result in material liability or any other material obligation to Sellers or their respective Subsidiaries under any applicable Environmental Law.

(b) Sellers have made available to Buyer, copies and results of any material reports, studies, analyses, tests, or monitoring and any other material documents or correspondence in Sellers' possession relating to environmental conditions or Liabilities under Environmental Law with respect to the operations of Sellers and their respective Subsidiaries.

Section 4.13. Taxes.

(a) Except as set forth on Schedule 4.13(a), all income and other material Tax Returns required to be filed by or with respect to each Seller Group, each Seller and each Transferred Entity have been timely filed, and each such Tax Return is true, complete and correct in all material respects.

(b) Except as set forth on Schedule 4.13(b), all income and other material Taxes required to be paid by or with respect to each Seller Group, each Seller and each Transferred Entity (whether or not shown on the returns referred to in Section 4.13(a)) have been timely paid (except Taxes or assessments that are being contested in good faith by appropriate proceedings and for which the Seller Group or the applicable Seller or Transferred Entity, as applicable, has set aside on its books adequate reserves in accordance with GAAP).

(c) Except as set forth on Schedule 4.13(c), there are no pending U.S. federal, state, local or non-U.S. audits, examinations, investigations or other administrative proceedings or court proceedings which have been commenced or threatened in writing with regard to any material Taxes or Tax Returns of any Seller Group, any Seller or any Transferred Entity. There is no material unresolved dispute or claim concerning any Tax liability with respect to any Seller Group, any Seller or any Transferred Entity either claimed or raised by any Taxing Authority in writing. There are no outstanding agreements or waivers extending the applicable statutory periods

of limitation for Taxes associated with any Seller Group, any Seller or any Transferred Entity (other than in connection with an extension for filing a Tax Return).

(d) Except as set forth on Schedule 4.13(d) or any Permitted Liens, there are no statutory Liens for Taxes upon any of the Transferred Assets or the Business, nor to the Knowledge of Sellers, is any Taxing Authority in the process of imposing any Liens for Taxes upon any of the Transferred Assets.

(e) Except as set forth on Schedule 4.13(e), each Seller Group, each Seller and each Transferred Entity has complied in all material respects with all applicable Laws relating to the collection, payment and withholding of Taxes and has, within the time and manner prescribed by Law, collected, withheld from and paid over to the appropriate Taxing Authority all material amounts required to be so collected, withheld and paid over under applicable Law.

(f) No Seller or Transferred Entity has executed or entered into any written agreement with, or obtained or applied for any written consents or written clearances or any other Tax rulings from, and there have not been any written agreements executed or entered into with any Taxing Authority, relating to Taxes, including any closing agreements (as defined in Section 7121 of the Code), IRS private letter rulings or comparable rulings of any Taxing Authority that will have any effect on the Tax Returns, Tax positions or other filings of Buyer on or after the Closing Date.

(g) No member of any Seller Group, no Seller and no Transferred Entity is, or has ever been, a participant in, or a promoter of, a “reportable transaction” within the meaning of Section 6707A(c)(1) of the Code and Section 1.6011-4(b) of the Treasury Regulations.

(h) Each member of each Seller Group, each Seller and each Transferred Entity has collected all material sales and use Taxes required to be collected, and has remitted, or will remit on a timely basis, such amounts to the appropriate Government Authorities, or has been furnished properly completed exemption certificates.

(i) Within the past three (3) years, no member of any Seller Group, no Seller and no Transferred Entity has distributed stock of another Person, or had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Section 355 or Section 361 of the Code.

(j) All related party transactions to which any member of any Seller Group, any Seller or any Transferred Entity has been a party, in any taxable year for which the relevant statute of limitations (taking into account any extensions thereof) with respect to Taxes has not yet expired, have been, in all material respects, on an arms’-length basis in accordance with applicable Law, and are supported by contemporaneous transfer pricing documentation to the extent such documentation is compulsory by local Law.

Section 4.14. Employment and Benefit Matters.

(a) Schedule 4.14(a)(i) sets forth a complete and accurate list, as of a date no earlier than ten (10) days prior to the Agreement Date, of each employee of Sellers or Transferred Entities who primarily provides services in connection with the Business (each, a “**Business**

Employee”) (by name or employee identification number), including each such Business Employee’s direct employing entity, position or title, annualized base salary or hourly wage rate (as applicable), 2025 annual bonus potential (as applicable), date of hire, work location (city, state and country), part-time, full-time, temporary or other status, exempt or non-exempt status, leave status and anticipated return-to-work date (if applicable), and visa status (if not a U.S. citizen or lawful permanent resident) and date of visa expiration. Schedule 4.14(a)(ii) sets forth a complete and accurate list, as of a date no earlier than ten (10) days prior to the Agreement Date, of each Business Service Provider who is an individual independent contractor or consultant (by name of individual independent contractor or identification number), including such Business Service Provider’s hourly rate, hours worked per month, title, work location (city, state and country), engaging entity and duties. Five (5) days prior to the Closing Date, Sellers shall provide Buyer updated Schedules 4.14(a)(i) and 4.14(a)(ii) reflecting any changes to such lists as of a date no earlier than ten (10) days prior to the Closing Date.

(b) Sellers and Transferred Entities are, and for the past three (3) years have been, in compliance in all material respects with all applicable Laws pertaining to labor and employment, including but not limited to, all Laws pertaining to employment practices; occupational safety and health; wage and hours; the classification of U.S.-based employees as exempt and non-exempt under the Fair Labor Standards Act and any state, provincial or local laws governing wages, hours, and/or overtime pay; the classification of independent contractors; data privacy and data protection; immigration; workers’ compensation; terms and conditions of employment, overtime, minimum wage, meal and rest breaks, and hours of work; timely payment of wages, paid time off, equal pay, leaves of absence, reporting obligations, registrations, statutory holiday pay requirements, unemployment insurance, discrimination, harassment, and retaliation; equal employment opportunities; disability; labor relations; employee benefits; background and credit checks; and family and medical leave.

(c) For the past three (3) years, Sellers and the Transferred Entities have not had any liability for noncompliance with or failed to provide advance notice of any “mass layoff” or “plant closing” as required by the Worker Adjustment and Retraining Notification Act of 1988, as amended or any similar state, provincial or local law, and any similar applicable Law for employees outside the U.S., regarding “plant closings” or the “mass layoffs” of employees (together, “**WARN Act**”) and no “mass layoff” or “plant closing” is currently contemplated.

(d) Except as set forth on Schedule 4.14(d), Sellers and the Transferred Entities are not party to or subject to any Collective Bargaining Agreement or other similar Contract, including imposed terms and conditions of employment with any labor union, labor organization, works council or similar employee representative body, and no such agreement is being negotiated as of the date hereof. Neither Sellers nor any of the Transferred Entities has experienced, with respect to the Business, any strike, concerted work slowdown, work stoppage, interruption of work or material grievance, claim of unfair labor practices, other collective bargaining dispute or other union organizing activities in the past three (3) years and none are pending or threatened. Neither the execution of this Agreement nor the consummation of the Transactions will result in a breach of any Collective Bargaining Agreement nor require the consent of, or provision of notice to, any such body representing employees.

(e) There has not been any Action related to, or, to the Knowledge of Sellers, any allegations of or relating to, sex-based discrimination, sexual harassment or sexual misconduct, or breach of any policy of Sellers or the Transferred Entities relating to the foregoing, in each case, involving Sellers or the Transferred Entities or any Business Service Provider, nor has there been, in the past three (3) years, to the Knowledge of Sellers, any settlements or similar out-of-court or pre-litigation arrangements relating to any such matters, nor to the Knowledge of Sellers has any such Action been threatened in the past three (3) years.

(f) Schedule 4.14(f) sets forth a true and complete list as of the date hereof of all Assumed Seller Employee Plans. Sellers have made available to Buyer true and complete copies of the following with respect to each Assumed Seller Employee Plan, as applicable: (i) plan documents, amendments, prospectuses or summary plan descriptions (including summaries of material modifications) and related trust agreements, insurance contracts, material administrative agreements or other funding arrangements and amendments thereto, (ii) all material filings, documents and correspondence with all Government Authorities for the past three (3) years, (iii) the latest financial statements and actuarial reports, (iv) the most recent favorable determination or opinion letter from the IRS, and (v) the annual returns/reports (Form 5500) and accompanying schedules and attachments thereto for the most recently completed plan year. All required reports and descriptions (including Form 5500 Annual Reports, Summary Annual Reports, and Summary Plan Descriptions) have been filed or distributed with the applicable requirements of ERISA and the Code with respect to each Seller Employee Plan.

(g) Each of the Assumed Seller Employee Plans that are intended to be qualified under Section 401(a) of the Code either has received a favorable determination letter from the IRS or is adopted from a prototype plan that may rely on a favorable opinion letter from the IRS, and no circumstances exist that would reasonably be expected to result in any such letter being revoked. Each Assumed Seller Employee Plan has been maintained, funded and administered, in all material respects, in accordance with its terms and the requirements of the Code, ERISA and all applicable Laws. Neither Sellers nor any Transferred Entities, nor any other Person, has engaged in any “prohibited transactions” (as defined in Section 4975 of the Code or Section 406 of ERISA) or breaches of fiduciary duty (as determined under ERISA) with respect to any Assumed Seller Employee Plan. Neither Sellers nor any Transferred Entities has incurred any material Tax or other material Liability pursuant to Section 4980B, 4980D, 4980H, 6721 or 6722 of the Code.

(h) All contributions, premium and other payments required to have been paid to any Assumed Seller Employee Plan by Sellers or the Transferred Entities have been timely paid in all material respects, and all such contributions or payments that are not yet due have been paid or properly accrued to the extent required to be accrued under applicable accounting principles.

(i) No Assumed Seller Employee Plan is, and Sellers, Transferred Entities and their ERISA Affiliates do not maintain, sponsor, contribute to, or have any obligation to contribute to, or have any liability (contingent or otherwise) with respect to, and within the last six (6) years, have not sponsored, maintained, contributed to or had any obligation to contribute to or any liability (contingent or otherwise) with respect to, (i) subject to Title IV of ERISA or Section 412 of the Code, (ii) a “defined benefit plan” (as defined in Section 3(35) of ERISA) or any other plan that is or was subject to Section 302 or Title IV of ERISA, (iii) a “multiemployer plan” (within the

meaning of Section 3(37) of ERISA), (iv) a “multiple employer plan” (within the meaning of Section 413 of the Code), (v) a plan or arrangement that provides or promises to provide postretirement or post-termination health or welfare insurance or other similar benefits (other than health continuation coverage required by Part 6 of Subtitle B of Title I of ERISA or Section 4980B of the Code), (vi) a “multiple employer welfare arrangement” within the meaning of Section 3(40) of ERISA, (vii) an “employee pension benefit plan” within the meaning of Section 3(2) of ERISA and that is not intended to be qualified under Section 401(a) of the Code or (viii) a non-U.S. pension plan.

(j) There are no pending, and in the past three (3) years there have been no, claims by or on behalf of any Assumed Seller Employee Plan, by any Business Service Provider or beneficiary covered under any such Assumed Seller Employee Plan, or otherwise involving any Assumed Seller Employee Plan (other than routine claims for benefits) that could reasonably result in the imposition of any material Liability upon Buyer or the Transferred Entities.

(k) Except as set forth on Schedule 4.14(k), neither the execution, delivery, or the performance of this Agreement nor the consummation of the Transactions (alone or in conjunction with any other event) will (i) accelerate the time of payment or vesting or increase the amount of, or trigger any funding of, compensation or benefits under any Seller Employee Plan or otherwise, (ii) result in any compensation or benefit, including any bonus, retention or severance, becoming due to any Business Service Provider, (iii) entitle any Person to any payment, forgiveness of indebtedness, vesting, distribution, or increase in compensation or benefits under or with respect to any Assumed Seller Employee Plan, (iv) result in any breach or violation of, or default under, or limit any Seller’s, any Transferred Entity’s or, following the Closing, Buyer’s right to amend, modify, merge or terminate, any Seller Employee Plan or (v) result in any payment, right or benefit that would (A) not be deductible under Section 280G of the Code and/or (B) could result in any excise tax on any “disqualified individual” (within the meaning of Section 280G of the Code) under Section 4999 of the Code. No Seller or Transferred Entity has any obligation to gross-up or reimburse any current or former director, officer, manager, employee, contractor or consultant of such Seller for any Taxes or related interest or penalties incurred by such individual, including under Section 4999, 409A or 105(h) of the Code.

Section 4.15. Insurance. Schedule 4.15 sets forth all material insurance policies covering the property, assets, Business Employees, and operations of the Business (including policies providing property, casualty, liability and workers’ compensation coverage). Such policies are in full force and effect. Sellers have paid all premiums on such policies due and payable prior to the Agreement Date. To the Knowledge of Sellers, Sellers have not done anything by way of action or inaction that invalidates any such policies in whole or in part.

Section 4.16. Intellectual Property; Data Security and Privacy.

(a) A complete and accurate list of all (i) Assigned Registered IP is set forth on Schedule 2.02(a)(v) and (ii) Business Registered IP is set forth on Schedule 4.16(a), in each case, specifying as to each such item, as applicable, the (A) owner (and, with respect to any and all domain name registrations, the applicable registrar), (B) jurisdiction to which the application or registration applies, (C) application or registration number and (D) application or registration date. All of the Business Registered IP that have been the subject of an application filed with, issued by,

or registered with, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office or any similar governmental office, agency or registrar anywhere in the world, are (and will be, as of the Closing) registered in the name of a Seller or a Transferred Entity. Sellers and the Transferred Entities have paid all registration, maintenance and renewal fees, and have made all filings required to maintain their respective ownership of, the Business Registered IP.

(b) All Owned Business Intellectual Property are subsisting, valid and in full force and effect. A Seller or a Transferred Entity solely and exclusively owns all of the rights, title and interest in and to the Owned Business Intellectual Property, including all Business Registered IP, free and clear of all Liens (other than Permitted Liens), and have valid, binding and written licenses to use, free and clear of all Liens (other than Permitted Liens), all Licensed Business Intellectual Property. The consummation of the Transactions shall not (i) adversely impact, restrict, extinguish or otherwise impair any Business Intellectual Property in any material respect or (ii) encumber any of the Intellectual Property licensed or owned by Buyer or any of its Affiliates in any material respect.

(c) The Business Intellectual Property constitutes all Intellectual Property used or held for use in, or otherwise necessary for, the conduct of the Business as currently conducted.

(d) Except as would not reasonably be expected to be material to the Business, taken as a whole, each present or past employee, officer, consultant or any other Person who developed any Intellectual Property for or on behalf any Seller or Transferred Entity has executed a written Contract with such Seller or Transferred Entity under which such Person presently conveys and assigns to such Seller or Transferred Entity, as applicable, any and all right, title and interest in and to all Intellectual Property developed by such Person in connection with such Person's employment or engagement by such Seller or Transferred Entity. To the Knowledge of Sellers, no such Contracts have been breached or violated.

(e) Except as set forth on Schedule 4.16(e), no Actions are pending or, to the Knowledge of Sellers, threatened against any Seller or Transferred Entity, and in the past three (3) years, neither any Seller nor any of the Transferred Entity has received any written notice or claim, (i) challenging the ownership, validity, enforceability or use by any Seller or Transferred Entity of any Business Intellectual Property or (ii) alleging that any Seller or Transferred Entity is infringing, misappropriating or otherwise violating, or has infringed misappropriated or otherwise violated, the Intellectual Property of any Person.

(f) In the past three (3) years, (i) to the Knowledge of Sellers, no Person has infringed, misappropriated or otherwise violated, or is infringing, misappropriating or otherwise violating, any Business Intellectual Property and (ii) none of Sellers, the Transferred Entities or the operation of the Business has violated, misappropriated or infringed or is violating, misappropriating or infringing, the Intellectual Property of any other Person in any material respect.

(g) No Business Software and no Software otherwise distributed by the Business contains or is derived from, linked with, called by, or combined or distributed with third-party Open Source Software in a manner that requires that such Software be (i) distributed or made available to any third party in source code form; (ii) licensed to any third party for the purpose of

modification or redistribution or making derivative works; (iii) licensed to any third party at no charge; or (iv) licensed under terms that allow reverse engineering, reverse assembly or disassembly of any kind. Without limiting the foregoing, Sellers and the Transferred Entities have been in compliance, in all material respects, with all terms and conditions of any and all licenses for Open Source Software. Neither any Seller nor any of the Transferred Entities have (A) granted, directly or indirectly, to any other Person any current or contingent rights, licenses or interests in or to any source code of any Business Software or otherwise have deposited, or could be required to deposit, into escrow the source code of any Business Software or (B) provided or disclosed any source code of any Business Software to any person or entity. No source code of any Business Software has been released to any Person, or is entitled to be released to any Person, by any escrow agent. The consummation of the Transactions will not trigger the release of any source code of any such source code.

(h) Except as would not reasonably be expected to be material to the Business, taken as a whole, none of the Business Software or Software otherwise distributed by the Business contains any viruses, undocumented or unauthorized portals or other access (including backdoors), worms, time-bombs, key-locks, keylogs, or any other devices, codes or commands that could materially disrupt or interfere with the operation of such Software or equipment upon which such Software operates.

(i) Sellers and the Transferred Entities have taken all reasonable steps in accordance with normal industry practice to maintain, enforce and protect the confidentiality of all Owned Business Intellectual Property, the value of which to the Business is contingent upon maintaining the confidentiality thereof (including all data and Software included in the Owned Business Intellectual Property). No such Owned Business Intellectual Property have been disclosed other than to employees, contractors, consultants, representatives and agents of any Seller or Transferred Entity, all of whom are bound by valid, binding, written and enforceable confidentiality agreements. To the Knowledge of Sellers, no such agreements have been breached or violated.

(j) The Business Systems operate and perform in material compliance with their documentation and functional specifications and otherwise in a manner that permits Sellers and the Transferred Entities to conduct the Business as currently conducted. Sellers and the Transferred Entities have taken all reasonable actions, consistent with current industry standards, to protect the confidentiality, integrity and security of the Business Systems (and all information and transactions stored or contained therein or transmitted thereby) against any Security Breach, including the implementation of (i) technical and organizational measures and (ii)(A) data backup, (B) disaster avoidance and recovery, (C) business continuity and (D) encryption and other security procedures, protocols and technologies. Except as would not reasonably be expected to be material to the Business, taken as a whole, in the past three (3) years, there has been no Security Breach involving any Personal Data in the possession or control of any Seller or Transferred Entity or any of the Business Systems. Neither any Seller nor any of the Transferred Entities have been required, in the past three (3) years, under any Applicable Data Protection Requirement to provide any notice to any Government Authority or Person in connection with any Security Breach.

(k) Sellers and the Transferred Entities have at all times in the past three (3) years complied, and are currently in compliance, in all material respects with all Applicable Data

Protection Requirements. No Action is pending or, to the Knowledge of Sellers, threatened against any Seller or Transferred Entity by any Person alleging a violation of any Applicable Data Protection Requirement or such Person's privacy, personal or confidentiality rights. Sellers and the Transferred Entities have used commercially reasonable efforts to ensure that all service providers, data processors and other third parties that process any Personal Data on behalf of any Seller or Transferred Entity are bound by valid, binding, written and enforceable agreements including all terms required by Applicable Data Protection Requirements and requiring such third parties to comply with Applicable Data Protection Requirements and to maintain the privacy, security and confidentiality of such Personal Data. The consummation of the Transactions will not breach any Applicable Data Protection Requirement.

Section 4.17. Related Party Transactions. Except as set forth on Schedule 4.17, (a) there are no Transferred Contracts by and between any Seller and (i) any Affiliates of, or holder of five percent (5%) or more of the equity of, any Seller, (ii) any director or officer of any Seller or of any Person referenced in clause (i), or (iii) any "associate" or "immediate family" member (as such terms are respectively defined in Rule 12b-2 and Rule 16a-1 of the Securities Exchange Act of 1934) of any Person referenced in clause (i) or (ii) (the Persons referenced in clauses (i), (ii) and (iii) collectively, the "**Seller Related Parties**") and (b) no Seller has otherwise entered into any transactions or other arrangements with any Seller Related Parties that will be binding on Buyer or the Transferred Equity Interests after the Closing Date.

Section 4.18. Obligations Under Loan Documents. As of the Agreement Date, approximately (i) \$[] is due and owing under the First Lien Credit Agreement, (ii) \$[] is due and owing under Second Lien Credit Agreement and (iii) \$[] is due and owing under the Third Lien Credit Agreement.¹

Section 4.19. Regulatory Matters; Product Liability.

(a) Except as would not reasonably be expected to have a Material Adverse Effect: (i) the Products are in compliance with all current applicable Healthcare Laws; (ii) each Seller and its Subsidiaries are in compliance with all applicable Healthcare Laws relating to the sourcing, procurement, and the import of raw materials for the Products and the methods and materials used in, and the facilities and controls used for, the design, manufacture, processing, packaging, labeling, storage, distribution, export, and import, if applicable, of the Products; (iii) each Seller and its Subsidiaries has received confirmation from the Notified Body that a formal application for conformity assessment of the Products has been accepted and that the Products may continue to be placed on the market of the European Union countries until December 31, 2028; and (iv) since January 1, 2023, all such raw materials and all Products have been sourced, procured, processed, manufactured, packaged, labeled, stored, handled, distributed, exported, and imported, if applicable, by Sellers and their Subsidiaries in compliance with all applicable Healthcare Laws.

(b) Except as would not reasonably be expected to have a Material Adverse Effect: (i) all preclinical and clinical investigations sponsored by or on behalf of any Seller or its Subsidiaries with respect to any Product are being, and since January 1, 2023, have been, conducted in compliance with applicable Healthcare Laws, including Good Clinical Practices and

¹ **Note to Draft:** To be confirmed with 1L, 2L and 3L agents.

Good Laboratory Practices requirements, and federal and state Laws restricting the use and disclosure of individually identifiable health information; and (ii) each Seller and its Subsidiaries complies with, and since January 1, 2023, has complied with, all requirements under the Laws relating to monitoring and reporting of adverse events during clinical trials.

(c) No Seller nor any of its Affiliates have received any written communications alleging violations of applicable Laws (including applicable Healthcare Laws), including regulatory or warning letters and Section 305 notices and similar letters or notices, from any Regulatory Authority relating to the Products, including with respect to the Materials.

(d) There are no pending, or to the Knowledge of Sellers, threatened, regulatory actions of any sort (other than non-material routine or periodic inspections or reviews) against any Seller or any of its Subsidiaries, with respect to the Products or any Person that manufactures, develops, researches, supplies or otherwise collaborates with any Seller or any of its Affiliates, with respect to the Products or any of the Materials by any Regulatory Authority, except as would not reasonably be expected to be material to Sellers and their Subsidiaries, taken as a whole.

(e) No action has been taken by any Government Authority or, to the Knowledge of Sellers, is in the process of being taken that would materially halt or enjoin the development, manufacturing, or marketing of the Products or the operation of the business of Sellers or any of their Subsidiaries or subject the development, manufacturing, or marketing of the Products or any Seller or any of its Subsidiaries to material regulatory enforcement action.

(f) No Seller nor any of its Subsidiaries nor, to the Knowledge of Sellers, any of their directors, officers, employees, personnel, agents, contractors or subcontractors with respect to the Products or any of the Materials has, been investigated for, charged with or convicted of any crime or engaged in any conduct for a violation of federal or state Law related to fraud, theft, embezzlement, breach of fiduciary responsibility, financial misconduct, obstruction of an investigation of controlled substances, or has been debarred, excluded or suspended from participation by any Regulatory Authority (nor is any such debarment, exclusion or suspension pending), or been subject to any Order or consent decree of, or criminal or civil fine or penalty imposed by, any Government Authority except, in each case of this Section 4.19(f), as would not be material to Sellers and their Subsidiaries, taken as a whole.

(g) No Seller nor any of its Affiliates have received from any Regulatory Authority any (i) inspection reports, (ii) FDA Form 483 observations, notices of adverse findings, warning letters, untitled letters, minutes of meetings or (iii) other material correspondence from any Regulatory Authority, in each case concerning the Products, in which any Regulatory Authority asserted that the operations of any Seller or any of its Affiliates are not in compliance with applicable Laws, including applicable Healthcare Laws. No Seller nor any of its Affiliates are a party to or subject to, any corporate integrity agreements, monitoring agreements, consent decrees, deferred prosecution agreements, settlement orders or similar contracts with or imposed by any Regulatory Authority related to any Healthcare Law concerning the Products, and no such contract or arrangement is currently pending or, to the Knowledge of Sellers, threatened.

(h) Except as would not be material to Sellers and their Subsidiaries, taken as a whole, since January 1, 2022, each Seller and its Subsidiaries have maintained records relating to

the development, manufacture, testing, storage, handling, labeling, packaging, sale, marketing, promotion, distribution, import or export of the Products in material compliance with all applicable Healthcare Laws. Except as would not be material to Sellers and their Subsidiaries, taken as a whole, each Seller and its Subsidiaries and each of their respective contractors and agents have submitted to the FDA, Notified Bodies and all other applicable regulatory authorities, all applications, reports, documents, claims, authorizations, amendments, modifications, notices, declarations, listings, registrations, and other information required to be filed, maintained or furnished to the FDA, Notified Bodies and all other applicable regulatory authorities, including the institutional review boards, or accreditation bodies, all required supplemental applications, 510(k) premarket notifications, CE Mark applications, pre-market approval applications and de novo classification requests, as applicable, notices, filings and annual or other reports and information. All such applications, reports, documents, claims, authorizations, amendments, modifications, notices, declarations, listings, registrations, and other information were in material compliance with applicable Laws when filed, maintained or furnished and were complete and accurate in all material respects on the date filed (or were corrected by a subsequent filing) and no material deficiencies have been asserted by any applicable Government Authority with respect to any such applications, reports, documents, claims, authorizations, amendments, modifications, notices, declarations, listings, registrations, and other information, nor to the Knowledge of Sellers do any facts or circumstances exist that would be reasonably likely to cause any Government Authority to take action to materially limit, suspect, materially modify, or revoke any material authorizations. Any updates, changes, corrections or modifications to such documents required under applicable Law, which are required to be submitted by such applicable Law, have been submitted in a timely and complete manner.

(i) Except as would not be material to Sellers and their Subsidiaries, taken as a whole, (i) each Seller and its Subsidiaries, and each Product being manufactured, marketed, or distributed, is in compliance in all respects with the regulations for medical device reporting set forth in 21 C.F.R. Part 803, and reports of corrections and removal under 21 C.F.R. Part 806, and any similar Law; (ii) since January 1, 2022, each Seller and its Subsidiaries has promoted, marketed, and continues to promote and market Products only for uses cleared or approved for such Product, to the extent such clearance or approval is required, by the FDA or other Government Authority; and (iii) no litigation or Government Authority enforcement action or investigation is pending or threatened with respect to Sellers and their Subsidiaries' compliance with the requirements under Healthcare Laws, or Sellers or their Subsidiaries' promotional practices.

(j) All Products and all services related thereto have been manufactured, marketed, promoted, sold and delivered in conformity with all applicable Laws and express and implied warranties. No Seller nor any of its Affiliates have had a claim asserted or, to the Knowledge of Sellers, threatened against it asserting any liability arising out of any injury to individuals or property as a result of ownership, possession or use of the Products or the Materials or that a Product or any services related thereto are defective or fail to meet any requirements of applicable Laws or express and implied warranties.

(k) There have been no seizures conducted or, to the Knowledge of Sellers, threatened by the FDA or any other Government Authority, relating to the Products. No Seller nor any of its Affiliates have, of its own accord or at the request of any Government Authority, initiated, conducted, or issued a recall, market withdrawal, including with respect to any Materials.

No Seller nor any of its Subsidiaries nor, to the Knowledge of Sellers, any regulatory authority has issued a safety alert, field notification, notification of misbranding or adulteration or other warning relating to any Products. No Seller nor any of its Affiliates have any plans to conduct a recall or similar field action relating to any Products and, to the Knowledge of Sellers, there are no (A) plans by any Person other than Sellers or any of their Affiliates to conduct a recall or other field action relating to any Products or (B) threatened involuntary recalls, investigations or similar events relating to any Products. To the Knowledge of Sellers, there is no material act, omission, event or circumstance relating to the activities of any Seller or its Subsidiaries, or any directors, officers, employees, contractors or agents of any Seller or its Subsidiaries, or their conduct that would reasonably be expected to (i) cause the withdrawal or recall, or require suspension or additional approvals or clearances, of any Products, (ii) require a change in the manufacturing, marketing classification, labeling or intended use of any such Products, (iii) require the termination or suspension of marketing or sale of any such Products or (iv) give rise to or lead to any Action, complaint, inspection, notice, demand letter, warning or untitled letter, request for information or any associated liability with regard to the Products.

(l) All manufacturing operations for the Products conducted by or on behalf of Sellers and their Subsidiaries have been and are being conducted in compliance with the Quality System Regulations promulgated in 21 C.F.R. Part 820 and any similar requirements of the FDA, Notified Bodies and any other Product regulatory authority. To the Knowledge of Sellers, no Products or any of the Materials manufactured or distributed is or has been (i) adulterated within the meaning of 21 U.S.C. § 351 (or similar Laws), including applicable requirements of 21 C.F.R. Part 820 (ii) misbranded within the meaning of 21 U.S.C. § 352 (or similar Laws) or (iii) a product that is in violation of 21 U.S.C. § 360 (or similar Laws).

Section 4.20. No Other Representations or Warranties. Except for the representations and warranties expressly set forth in this Article IV (as modified by the Disclosure Schedules), the other Transaction Agreements or any certificate delivered pursuant to any Transaction Agreement, none of Sellers or any other Person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of Sellers, the Transferred Entities or any of their respective Affiliates, including any representation or warranty regarding any Seller, any Transferred Entity or any other Person, the Transferred Equity Interests, any Assets, any Transferred Assets, any Liabilities of any Seller or Transferred Entity, including any Assumed Liabilities, the Business, any Transaction, any other rights or obligations to be transferred pursuant to the Transaction Agreements or any other matter, and Sellers hereby disclaim all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of any Seller, any Transferred Entity or any other Person, including any of their respective Representatives. Except for the representations and warranties expressly set forth in this Article IV (as modified by the Disclosure Schedules), the other Transaction Agreements or any certificate delivered pursuant to any Transaction Agreement, each Seller hereby (a) disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Transferred Assets, the Assets or the Business, and (b) disclaims all Liability and responsibility for all projections, forecasts, estimates, financial statements, financial information, appraisals, statements, promises, advice, Data or information made, communicated or furnished (orally or in writing, including electronically) to Buyer or any of Buyer's Affiliates or any Representatives of Buyer or any of Buyer's Affiliates (including any opinion, information,

projection, or advice that may have been or may be provided to Buyer by any Representative of Sellers or the Transferred Entities, respectively), including omissions therefrom. Without limiting the foregoing, no Seller makes any representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, to Buyer or any of its Affiliates or any Representatives of Buyer or any of its Affiliates regarding the probable success, profitability or value of the Transferred Entities, the Transferred Assets or the Business.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Sellers that, as follows:

Section 5.01. Formation and Authority of Buyer; Enforceability. Buyer is a corporation or other entity duly incorporated, formed or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation, formation or organization and has the requisite corporate or other appropriate power and authority to execute, deliver and perform its obligations under this Agreement and will have prior to the Closing the requisite corporate or other appropriate power and authority to execute, deliver and perform its obligations under the other Buyer Transaction Agreements (including the consummation of the Buyer Transactions). The execution, delivery and performance of the Buyer Transaction Agreements by Buyer (including the consummation of the Buyer Transactions) have been duly authorized by all requisite corporate or organizational action on the part of Buyer, and no shareholder or other similar approval is required in connection with Buyer's execution, delivery and performance of the Buyer Transaction Agreements. This Agreement has been, and upon execution and delivery thereof, the other Buyer Transaction Agreements will be, duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and upon execution and delivery thereof, the other Buyer Transaction Agreements will constitute, legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, subject to the Bankruptcy and Equity Exception.

Section 5.02. No Conflict. Provided that all Consents, waivers and other actions described in Section 5.03 have been obtained or satisfied, except as otherwise expressly provided in this Article V and except as may result solely and exclusively from any facts or circumstances relating to Sellers and their Subsidiaries, the execution, delivery and performance by Buyer of the Buyer Transaction Agreements (including the consummation of the Buyer Transactions) do not and will not:

- (a) violate or conflict with the certificate or articles of incorporation or bylaws or similar organizational or governing documents of Buyer;
- (b) violate in any material respect any Law or Order applicable to Buyer; or
- (c) violate or conflict with, result in any breach of, or constitute a violation or default (or, any event that, with notice or lapse of time, or both would constitute a default) under, or give to any Person any right to terminate, accelerate or cancel, or result in any material loss

under, or the creation of any Lien on any material assets or material properties of Buyer pursuant to, any material Contract to which Buyer or any of its Subsidiaries or Affiliates is a party or by which any of such material assets or material properties is bound, except for any such conflicts, violations, terminations, cancellations, breaches, defaults, accelerations, or Liens as would not prevent, materially delay or materially impair Buyer's ability to consummate the Transactions or perform its obligations under the Buyer Transaction Agreements.

Section 5.03. Consents and Approvals. The execution, delivery and performance by Buyer of the Buyer Transaction Agreements (including the consummation of the Buyer Transactions) do not and will not require any Consent, waiver, or other action from or by, or any filing with or notification to, any Government Authority by Buyer, except (a) in connection with applicable filing, notification, waiting period or approval requirements under applicable Antitrust Laws, (b) where the lack of any such Consent, waiver, or other action or filing or notification would not prevent, materially delay or materially impair Buyer's ability to consummate the Transactions or perform its obligations under the Buyer Transaction Agreements or (c) except as may result solely and exclusively from any facts or circumstances relating to Sellers and their Subsidiaries.

Section 5.04. Absence of Litigation. As of the Agreement Date, there are no Actions or Orders pending, existing or, threatened in writing that would prevent, materially delay or materially impair Buyer's ability to consummate the Transactions or perform its obligations under the Buyer Transaction Agreements.

Section 5.05. Financial Ability. Buyer has, and will have at the Closing, (a) sufficient immediately available funds and the financial ability to pay all Cure Costs and any costs and expenses incurred by Buyer pursuant to, or in connection with the negotiation, execution or performance of the Transaction Agreements and (b) the resources and capabilities (financial and otherwise) to perform its obligations under the Buyer Transaction Agreements.

Section 5.06. Investigation. Buyer acknowledges and agrees that it (a) has completed such inquiries and investigations as it has deemed appropriate into, and, based thereon, has formed an independent judgment concerning, the Transferred Entities, the Transferred Equity Interests, the Assets, the Liabilities of the Transferred Entities, the Transferred Assets, the Assumed Liabilities, the Business and the Transactions, and any other rights or obligations to be transferred, directly or indirectly, pursuant to the Transaction Agreements and (b) has been furnished with, or given access to, all such projections, forecasts, estimates, appraisals, statements, promises, advice, Data or information about Sellers, the Transferred Entities, the Transferred Equity Interests, the Assets, the Liabilities of the Transferred Entities, the Transferred Assets, the Assumed Liabilities, the Business and any other rights or obligations to be transferred, directly or indirectly, pursuant to the Transaction Agreements, as it has requested or otherwise requires to enter into this Agreement. Buyer further acknowledges and agrees that (x) the only representations and warranties made by Sellers are the representations and warranties expressly set forth in Article IV (as modified by the Disclosure Schedules) and Buyer has not relied upon, and will not rely upon, any other express or implied representations, warranties or other projections, forecasts, estimates, appraisals, statements, promises, advice, Data or information made, communicated or furnished by or on behalf of each Seller or any of its Affiliates, any Representatives of each Seller or any of its Affiliates or any other Person, including any projections, forecasts, estimates, appraisals,

statements, promises, advice, Data or information made, communicated or furnished by or through the Seller Advisor, or management presentations, data rooms (electronic or otherwise) or other due diligence information, and that Buyer will not have any right or remedy arising out of any such representation, warranty or other projections, forecasts, estimates, appraisals, statements, promises, advice, Data or information and (y) any claims Buyer may have for breach of any representation or warranty shall be based solely on the representations and warranties of each Seller expressly set forth in Article IV (as modified by the Disclosure Schedules), subject to the exclusive remedies set forth herein. Except as otherwise expressly set forth in this Agreement, Buyer understands and agrees that the Transferred Entities, the Assets, the Business, the Transferred Assets and the Assumed Liabilities are being transferred on a “where-is” and, as to condition, “as-is” basis subject to the representations and warranties contained in Article IV (as modified by the Disclosure Schedules) without any other representations or warranties of any nature whatsoever.

Section 5.07. Securities Matters. The Transferred Equity Interests are being acquired by Buyer for its own account, and not with a view to, or for the offer or sale in connection with, any public distribution or sale of the Transferred Equity Interests or any interest in them. Buyer has sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of its investment in the Transferred Equity Interests, and Buyer is capable of bearing the economic risks of such investment, including a complete loss of its investment in the Transferred Equity Interests. Buyer acknowledges that the Transferred Equity Interests have not been registered under the Securities Act, or any state securities Laws, and understands and agrees that it may not sell or dispose of any of the Transferred Equity Interests except pursuant to a registered offering in compliance with, or in a transaction exempt from, the registration requirements of the Securities Act and any other applicable state, foreign or federal securities Laws.

Section 5.08. No Other Representations or Warranties. Except for the representations and warranties expressly set forth in this Article V, the other Transaction Agreements or any certificate delivered pursuant to any Transaction Agreement, neither Buyer nor any other Person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of Buyer or any of its Affiliates, and Buyer hereby disclaims all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of Buyer or any other Person, including any of their respective Representatives.

ARTICLE VI

ADDITIONAL AGREEMENTS

Section 6.01. Conduct of Business Before the Closing. Buyer acknowledges that, following the commencement of the Bankruptcy Cases, Sellers and the Transferred Entities will be operating the Business in the context of the Bankruptcy Cases. Subject to the foregoing, except (a) as required by applicable Law, by Order of the Bankruptcy Court or to the extent required in connection with the Bankruptcy Cases, (b) as expressly required by the terms of any Transaction Agreement or (c) for matters identified on Schedule 6.01, during the Pre-Closing Period:

(i) Each Seller shall, and shall cause the Transferred Entities to, and in each case subject to the terms and conditions of the Cash Collateral Orders (including any budget(s) in connection with any use of cash collateral), (A) other than in connection with the Bankruptcy Cases, operate the Business in the ordinary course of business, consistent with past practice, (B) use commercially reasonable efforts to maintain the Transferred Assets and the Assets in their current condition (subject to ordinary wear and tear), (C) preserve in all material respects the present business operations, organization and goodwill of the Business and present relationships with material customers and material suppliers and other material commercial counterparties of the Business, (D) maintain the books, accounts and records relating to the Transferred Assets and Assumed Liabilities in accordance with past custom and practice in all material respects, (E) comply, in all material respects, with all applicable Laws and Orders applicable to the Transferred Assets and Assumed Liabilities, (F) pay applicable Taxes as they become due and payable under applicable Laws and (G) provide Buyer with copies of any material correspondence received from any Government Authority with respect to any Transferred Assets as soon as reasonably practicable, but in no event later than two (2) Business Days after Sellers' receipt thereof; and

(ii) [unless Buyer otherwise consents in writing (which consent Buyer may withhold or grant in its sole discretion), each Seller shall, and shall cause the Transferred Entities and its other Subsidiaries to, not do any of the following:

(A) adopt or effect any change in any organizational or governing document;

(B) create, grant or incur any Lien on (1) the Transferred Equity Interests or (2) except in the ordinary course of business consistent with past practice, any material Assets or Transferred Assets (in each case, whether tangible or intangible), in each case, other than a Permitted Lien or a Lien that will be discharged at or prior to the Closing;

(C) merge or consolidate any Seller or any Transferred Entity or any of their respective Subsidiaries with any other Person;

(D) restructure, reorganize or completely or partially liquidate or otherwise enter into any agreements or arrangements imposing material changes or restrictions on the respective assets, operations or businesses of any Seller or any Transferred Entity;

(E) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), directly or indirectly, any corporation, partnership, limited liability company or other business organization, business or division or any securities or interests in any business organization;

(F) make any investment in, or any loan, advance or capital contribution to, any Person or enter into any joint venture, partnership or other similar arrangement;

(G) acquire, directly or indirectly, any assets or properties, other than (1) raw materials and supplies in the ordinary course of business and (2) assets and property the value of which does not exceed \$250,000;

(H) other than with respect to Intellectual Property (which is specifically addressed in subclause (I) below), sell, transfer or otherwise dispose of any assets or properties (including any Transferred Assets) for consideration in excess of \$100,000, other than sales of inventory and immaterial obsolete equipment in the ordinary course of business;

(I) sell, assign, license, sublicense, abandon, allow to lapse, transfer or otherwise dispose of, or create or incur any Lien on, or otherwise fail to take any commercially reasonable action necessary to maintain or protect, any Business Intellectual Property, other than a Permitted Lien incurred in the ordinary course of business;

(J) except to the extent expressly permitted by the Credit Agreements, incur, issue or otherwise become responsible for any Debt;

(K) except to the extent necessary in connection with the Bankruptcy Cases, assume, grant, guarantee or endorse, or otherwise become responsible for, the obligations of any Person;

(L) issue, sell, pledge, dispose of, grant, transfer, encumber, or authorize the issuance, sale, pledge, disposition, grant, transfer or encumbrance of, or amend or modify the terms of any shares of, or other equity interests in, the Transferred Entities, or securities convertible into or exchangeable for such shares or equity interests (other than, in each case, the issuance or sale of shares of, or other equity interest in, one Transferred Entity to another Transferred Entity), or issue or grant any options, warrants, calls, subscription rights or other rights of any kind to acquire such shares, other equity interests or securities;

(M) reclassify, split, combine, subdivide or redeem, purchase or otherwise acquire, directly or indirectly, any shares of, or other equity interests in, the Transferred Entities, or securities convertible into or exchangeable for such shares or equity interests;

(N) (1) enter into (including by assignment or acquisition), amend or modify, fail to renew, waive compliance with, settle any claim with respect to, or take affirmative actions to terminate any Transferred Contract, or otherwise waive, release or assign any material rights, claims or benefits under any such Transferred Contract or (2) reject any Transferred Contract or other material Contract or seek Bankruptcy Court approval to do so;

(O) other than the Bankruptcy Cases, take any action to initiate any bankruptcy, insolvency, reorganization or moratorium proceeding of any character, including bankruptcy, receivership, reorganization, composition, administration or an arrangement with creditors, voluntary or involuntary, of any Seller or any Transferred Entity or any of their respective Subsidiaries or any of their respective assets or properties;

(P) with respect to any Transferred Asset, (1) agree to allow any form of relief from the automatic stay in the Bankruptcy Cases or (2) fail to use reasonable efforts to oppose any action by a third party to obtain relief from the automatic stay in the Bankruptcy Cases;

(Q) take any action that would result in a material breach of the RSA;

(R) voluntarily pursue or seek, or fail to use reasonable efforts to oppose any third party in pursuing or seeking, a conversion of any of the Bankruptcy Cases to a case under chapter 7 of the Bankruptcy Code, the appointment of a trustee under chapter 11 or chapter 7 of the Bankruptcy Code and/or the appointment of an examiner with expanded powers;

(S) incur any capital expenditures in excess of \$250,000 in the aggregate, except for those capital expenditures consistent with the Cash Collateral Orders;

(T) declare, pay or set aside any dividends or distributions on any capital stock of any Company (in cash or in kind);

(U) other than as required by applicable Law or by the terms of any Seller Employee Plan as in effect on the Agreement Date, (1) grant or increase any severance, change in control, retention, termination or similar compensation or benefits to (or amend any existing severance, change in control, retention, termination or similar compensation, benefits or arrangement with) any Business Service Provider, (2) accelerate the vesting or payment of any compensation or benefits, including any equity or equity-based awards held by any Business Service Provider, or fund or in any other way secure the payment, of compensation or benefits under any Seller Employee Plan, (3) (x) establish, adopt, materially amend, or terminate any Seller Employee Plan or (y) transfer or assign the sponsorship of, or administration of or any Liabilities relating to, any Seller Employee Plan to any Transferred Entity, (4) increase compensation, bonus or other benefits payable to any current Business Service Provider, (5) grant any equity or equity-based awards to any Business Service Provider, (6) change the manner in which contributions to Seller Employee Plans are made or the basis on which such contributions are determined, except as may be required by GAAP, (7) make or forgive any indebtedness to any Business Service Provider or (8) negotiate, extend, amend, terminate or enter into a Collective Bargaining Agreement;

(V) (1) hire, engage or promote any Business Service Provider, other than hiring Business Service Providers whose annual base compensation would not exceed \$150,000 to fill vacancies to existing roles in the ordinary course of business, (2) terminate or provide notice of termination to (other than for "cause"), furlough or temporarily lay off, any Business Service Provider whose annual base compensation exceeds \$150,000, (3) implement or announce any employee layoffs, plant closings, reductions-in-force, furloughs, temporary layoffs, reductions to terms and conditions of employment, or other actions that would trigger notice obligations under the WARN Act, (4) transfer the employment of (x) any Service Provider of any Seller or any Seller's Subsidiaries (other the Transferred Entities) to any Transferred Entity or (y) any Transferred Seller Employee or Transferred Entity Employee out of the Business such that they would not be a Transferred Seller Employee or Transferred Entity Employee or (5) waive or otherwise limit the applicability of any restrictive covenants, including restrictive covenants relating to noncompetition, nonsolicitation, noninterference, nondisclosure or nondisparagement, owed by any Business Service Providers (other than as required by applicable Law);

(W) make, change or revoke any material Tax election of any Transferred Entity unless required by GAAP or Law;

(X) make any changes with respect to accounting policies, practice, or procedures except as required by applicable Law;

(Y) modify in any material respect its now existing credit, collection or payment policies, procedures or practices as they relate to the Business, including accelerating collections of receivables or failing to pay or delaying payment of payables in a manner materially inconsistent with its now existing practices;

(Z) remove any Transferred Asset from any real property or other location of Sellers' business such that such Transferred Asset is no longer located within any property that is a Transferred Asset, except for sales of inventory in the ordinary course of business;

(AA) waive, release, settle or compromise any material claim or material proceeding relating to the Business;

(BB) cause or allow any of its current directors and officers liability, property or casualty insurance policies that apply to the Business to be canceled or terminated or any of the coverage thereunder to lapse unless, simultaneously with such termination, cancellation or lapse, replacement policies providing coverage equal to or greater than the coverage under the canceled, terminated or lapsed policies are in full force and effect; or

(CC) agree, authorize or enter into any legally binding commitment with respect to any of the foregoing.]²

Section 6.02. Access to Information.

(a) During the Pre-Closing Period, upon reasonable prior written notice to Sellers, subject to applicable Law, including any limitations imposed by the Bankruptcy Code or the Bankruptcy Court, each Seller shall, and shall cause the Transferred Entities and each of its other Subsidiaries to, at the sole cost and expense of Buyer, (i) afford Buyer and the Representatives of Buyer reasonable access, during normal business hours, to the premises, assets, employees, facilities, properties, Contracts and books and records of such Seller and its Subsidiaries, including in respect of any of the Transferred Entities, the Business, the Transferred Assets and the Assumed Liabilities, (ii) furnish to Buyer and the Representatives of Buyer such additional financial and operating Data and other information regarding the Transferred Entities, the Business, the Transferred Assets and the Assumed Liabilities as Buyer or its Representatives may from time to time request and (iii) make available to Buyer and its Representatives, during normal business hours, those directors, officers, employees, auditors, accountants and other Representatives of Sellers and the Transferred Entities and the other Subsidiaries of Sellers, except, in the case of each of the preceding clauses (i), (ii) and (iii), as set forth in Section 6.02(b).

(b) Notwithstanding anything in this Agreement to the contrary:

(i) (A) in no event shall Sellers, the Transferred Entities or their respective Affiliates be obligated to provide any (1) access or information if, after consultation

² **Note to Draft:** Subject to ongoing review by the Company.

with Sellers' counsel, doing so would be in violation of any applicable Law or any Order of the Bankruptcy Court, (2) information the disclosure of which would jeopardize any applicable privilege (including the attorney-client privilege) available to any of Sellers, the Transferred Entities or any of their respective Affiliates relating to such information or (3) information the disclosure of which would cause any Seller, any Transferred Entity or any of their respective Affiliates to breach a bona fide and material confidentiality obligation to a third party to which it is bound (it being agreed that, in the case of the preceding clauses (1), (2) and (3), Sellers shall cooperate with Buyer and its Representatives to make appropriate substitute arrangements or limit disclosure to the extent necessary to avoid a violation of an applicable Law or an Order of the Bankruptcy Court or avoid jeopardizing an applicable privilege or avoid breaching the applicable confidentiality obligation) and (B) any access or investigation contemplated by Section 6.02(a) shall not unreasonably interfere with any of the businesses, personnel or operations of any of Sellers, the Transferred Entities or any of their respective Affiliates or the Business; and

(ii) the auditors and accountants of Sellers, the Transferred Entities or any of their respective Affiliates or the Business shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants.

Section 6.03. Regulatory Approvals; Efforts. Subject, in each case, to the other provisions of this Section 6.03:

(a) Promptly following the Agreement Date, each of the Parties shall, and shall cause its Affiliates and applicable Representatives to, cooperate with the other Parties and their Affiliates and applicable Representatives in good faith to determine what all Consents, Permits and Orders of all Government Authorities (other than any required approvals or action of the Bankruptcy Court, which are governed exclusively by Article VIII) and all necessary registrations, declarations and filings (including registrations, declarations and filings with Government Authorities and any change in control requirements relating to any consent decrees, decisions, judgments, settlements, consent orders, stipulations, decrees or similar orders relating to the Transferred Assets or Transferred Entities, if any) that may be, or become, necessary for the execution and delivery of, and performance of the Parties' and their Affiliates' obligations pursuant to, the Transaction Agreements (including the consummation of the Transactions) (collectively, the "**Government Approvals**"). To the extent any Government Approvals are required, each of the Parties shall, and shall cause its Affiliates to, take any and all steps to make all required filings and promptly obtain all such Government Approvals.

(b) Without limiting the generality of each Party's obligations under Section 6.03(a), to the extent required by the HSR Act and other applicable Antitrust Laws, each of the Parties shall submit its respective filing under the HSR Act within [fifteen (15)] Business Days of this Agreement, and any and all other filings, declarations or registrations required pursuant to other applicable Antitrust Laws, with respect to the Transactions as promptly as practicable following the determination that such filings are required. Each Party shall, and shall cause its Affiliates to, use its reasonable best efforts to take any and all necessary steps to resolve as soon as reasonably practicable, but in any event not later than the Outside Date, any inquiry or

investigation by any Government Authority relating to the Transactions under any Antitrust Law. In connection with any such inquiry or investigation and in furtherance of its obligations under Section 6.03(e), each Party further agrees to use its reasonable best efforts to supply as promptly as reasonably practicable any additional information and documentary material that may be requested or required pursuant to applicable Law, including any other Antitrust Law. No Party shall withdraw its HSR Act filing, or other filing required by an applicable Antitrust Law, enter into any agreements to extend any HSR Act waiting period or any other waiting period under any other applicable Antitrust Law or enter into any agreements with any Government Authority to delay or not to consummate the Transactions without the prior written consent of the other Parties, which shall not be unreasonably withheld, conditioned, or delayed. All filings fees related to the HSR Act or any other filings under any other applicable Antitrust Laws shall be borne by Buyer.

(c) Each Party shall, and shall cause its Affiliates to, use its reasonable best efforts to promptly take and diligently pursue any or all actions to the extent necessary to eliminate each and every impediment under any Antitrust Law that may be asserted by any Government Authority or any other Person in opposition to the consummation of any of the Transactions, so as to enable the Parties to consummate the Transactions as soon as reasonably practicable, but in any event not later than the Outside Date.

(d) Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge and agree that neither Buyer, nor any Seller or Transferred Entity, nor any of the respective Affiliates of any of the foregoing, shall be obligated to (and, without Buyer's prior written consent, no Seller or Transferred Entity shall, agree to do any of the following in pursuit of or in satisfaction of a condition for any approval from a Government Authority), and the covenants set forth in Sections 6.03(a) through (c) of this Agreement will in no event require, or be construed to require, Buyer, any Seller, any Transferred Entity or any of the respective Affiliates of any of the foregoing to (A) enter into any settlement, undertaking, consent decree, stipulation or Contract with any Government Authority, (B) litigate, defend, challenge or take any action with respect to any Action by any Person, including any Government Authority (including taking any steps or actions to defend against, vacate, modify or suspend any injunction or Order, including any injunction related to a private cause of action that would prevent consummation of the transactions contemplated by this Agreement or any other Transaction Agreement), (C) agree, propose, negotiate, offer, effect or commit, by consent decree, hold separate order or otherwise (including by establishing a trust), to sell, divest, license, lease, dispose of, transfer, encumber or otherwise restrict any of the Transferred Assets, the Assets, the Transferred Entities or any of any Seller's or any Transferred Entity's or Buyer's or Buyer's or any of their Affiliates' assets or businesses, operations, product or service lines, assets or properties, or any rights in any of the foregoing, (D) terminate or modify existing relationships, contractual rights or obligations of the affected party or any of its respective Affiliates, including by committing to the payment of any fee, penalty or other consideration or making any concession, waiver or amendment under any Contract, (E) take or commit to take actions that would limit the affected party's or any of its Affiliates' freedom of action with respect to, or its ability to retain or exercise rights of ownership or control with respect to, one or more of any of their businesses, operations, product or service lines, assets or properties, or any rights in any of the foregoing, (F) cease to conduct any business in any jurisdiction or (G) agree to do any of the foregoing, in each case, in connection with the Transactions (any of the actions described in the foregoing clauses, a "**Burdensome Condition**"). Notwithstanding the foregoing sentence, at the written request of Buyer, Sellers shall, and shall

cause the Transferred Entities to, agree to take any of the actions described in the previous sentence to the extent any such action is conditioned upon the occurrence of the Closing.

(e) Each Party shall (x) promptly notify the other Parties of any substantive oral or any written communication it or any of its Representatives receives from any Government Authority relating to the matters concerning this Agreement, the Transactions and any filing notification or request or approval by any Government Authority and (y) permit the other Parties and their respective Representatives to review in advance any communication relating to the matters concerning this Agreement proposed to be made by such Party to any Government Authority and provide the other Parties with copies of all correspondence, filings or other communications between them or any of their Representatives, on the one hand, and any Government Authority or members of its staff, on the other hand, relating to the matters concerning this Agreement (and considering in good faith any comments provided by such other Parties with respect thereto); provided, however, that materials proposed to be submitted in response to any such Government Authority communication may be redacted: (i) to remove references concerning the valuation of the Business; (ii) as necessary to comply with contractual arrangements, applicable Law or by Order of the Bankruptcy Court; and (iii) as necessary to address reasonable attorney-client or other privilege or confidentiality concerns. No Party shall agree to participate in any meeting or substantive discussion (including by phone) with any Government Authority in respect of any such filings, investigation or other inquiry unless it consults with the other Parties in advance and, to the extent permitted by such Government Authority, gives the other Parties the opportunity to attend and participate at such meeting or discussion (including by phone). The Parties will use their reasonable best efforts to coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other Parties may reasonably request in connection with the foregoing. Subject to restrictions under any Law, each of Buyer, on the one hand, and Sellers, on the other hand, shall furnish the other with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective Representatives on the one hand, and the Government Authority or members of its staff on the other hand, with respect to this Agreement, the Transactions (excluding documents and communications which are subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine or which refer to valuation of the Transferred Equity Interests) or any such filing, notification or request for approval. Each Party shall also furnish the other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration or submissions of information to the Government Authority in connection with this Agreement, the Transactions and any such filing, notification or request for approval.

(f) Nothing in this Section 6.03 shall be applicable to Tax matters.

(g) Each Party shall pay and be responsible for its own fees, costs and expenses incurred in connection with the matters contemplated by this Section 6.03.

Section 6.04. Third Party Consents. Each Party agrees to cooperate and use commercially reasonable efforts to obtain any other consents and approvals from any third person other than a Government Authority that may be required in connection with any Transaction (the “**Third Party Consents**”). Notwithstanding anything in this Agreement to the contrary, no Party or any of its

Affiliates shall be required to compensate any third party, commence or participate in any Action or offer or grant any accommodation (financial or otherwise, including any accommodation or arrangement to remain primarily, secondarily or contingently liable for any Assumed Liability) to any third party to obtain any such Third Party Consent. For the avoidance of doubt, no representation, warranty or covenant of Sellers contained in any Transaction Agreement shall be breached or deemed breached, and no condition shall be deemed not satisfied, based on (a) the failure to obtain any Third Party Consents or (b) any Action commenced or threatened by or on behalf of any Person arising out of or relating to the failure to obtain any such Third Party Consents.

Section 6.05. Cooperation. During the Pre-Closing Period, (a) each Seller and Buyer shall, and shall cause its respective Affiliates to, (i) refrain from taking any actions that would reasonably be expected to impair, delay or impede the Closing and (ii) without limiting the foregoing or modifying the Parties' obligations pursuant to, and subject to, Section 6.03, use reasonable best efforts to cause all Closing Conditions to be satisfied as promptly as practicable and in any event on or before the Outside Date and (b) each Party shall keep the other Party reasonably apprised of the status of the matters relating to the completion of the Transactions.

Section 6.06. Bulk Transfer Laws. Sellers will not comply with the provisions of any applicable "bulk sales," "bulk transfer" or similar Laws (including under any Tax Laws) of any jurisdiction in connection with the Transactions and Buyer and each Seller hereby waives all claims related to the noncompliance therewith.

Section 6.07. Employee Matters.

(a) At least ten (10) Business Days prior to Closing, Buyer shall extend to each Business Employee who is employed by Sellers and its Subsidiaries (other than the Transferred Entities) a written offer of employment (on an "at will" basis, to the extent allowed by applicable Law and subject to Buyer's standard onboarding processes as applied in the ordinary course of business), providing terms and conditions of employment consistent with this Section 6.07 and which offers will provide for an acknowledgment from the applicable employee that if he or she accepts such offer of employment from Buyer (or is deemed to accept such offer by commencing employment with Buyer), he or she shall not be entitled to receive any severance payments or benefits from Sellers, Buyer, the Transferred Entities or any of their Affiliates upon such employee's termination of employment with Sellers at the Closing, and such offer of employment is contingent on the occurrence of the Closing ("**Transfer Offer**"). Each Transfer Offer that is accepted shall become effective immediately after the Closing. The applicable Business Employees who accept (or are deemed to accept) such Transfer Offers and begin active employment with Buyer in accordance with this Section 6.07 shall be referred to herein as "**Transferred Seller Employees**", and together with each Transferred Entity Employee, the "**Continuing Employees**". Buyer and Sellers shall each notify the other in a reasonable timeframe with respect to whether each such offer has been accepted or rejected. Nothing herein shall be construed as a representation or guarantee by any Seller or any of their respective Affiliates that any or all of the Business Employees of Seller will accept the Transfer Offer or will continue in employment with Buyer following the Closing for any period of time. Buyer shall take all reasonable steps necessary to effect the timely transfer of employment to it of each such Transferred Seller Employee who has accepted a Transfer Offer. Effective as of the Closing, each

Transferred Seller Employee shall cease to be an employee of each Seller or its respective Affiliates.

(b) Seller shall retain all obligations, Liabilities and commitments in respect of current or former employees of Sellers who do not become Transferred Seller Employees, including any claims for severance or other termination benefits (including claims for wrongful dismissal, notice of termination of employment, pay in lieu of notice or breach of Contract); provided that Buyer shall assume Liabilities with respect to severance or other termination benefits arising out of or relating to any failure of Buyer to offer employment to any Business Employee who is employed by Seller as of immediately prior to the Closing in accordance with Section 6.07(a) on terms and conditions set forth in Section 6.07(c).

(c) For the period beginning on the Closing Date and ending on the twelve (12) month anniversary of the Closing Date (but in no event beyond the date on which the applicable Continuing Employee's employment with Buyer ends), Buyer shall provide each Continuing Employee, or cause each Continuing Employee to be provided, with: (i) a base compensation or wage rate, as applicable, that is no lower than that provided to such Continuing Employee as of immediately prior to the Closing; (ii) target annual cash incentive opportunities that are no less favorable than those provided to such Continuing Employee as of immediately prior to the Closing (but excluding retention, exit, transaction, or other special or one-time bonus payments); (iii) other employee benefits (excluding any severance or other termination benefits, defined benefit pension, post-employment health or welfare, retiree medical or death benefits, nonqualified deferred compensation, equity or equity-based, change in control or transaction-based payments or benefits (collectively, the "**Excluded Benefits**")) that are no less favorable in the aggregate than those provided by Sellers to such Continuing Employees as of immediately prior to the Closing (other than the Excluded Benefits); and (iv) severance or other termination benefits consistent with the terms set forth in Schedule 6.07(c)(iv). For purposes of eligibility, vesting and determining level of benefits under the benefit plans and programs maintained by Buyer or any of its Affiliates after the Closing Date, each Continuing Employee shall be credited with his or her years of service with Sellers (and any predecessor thereof) to the same extent recognized immediately prior to the Closing Date under the analogous Seller Employee Plan, except to the extent such credit would result in a duplication of benefits.

(d) Buyer shall assume, honor and be solely responsible for paying, providing and satisfying when due all Liabilities under the Assumed Seller Employee Plans to the same extent recognized under such Assumed Seller Employee Plan immediately prior to the Closing, including the following: (i) all accrued and unused vacation, personal days, sick pay and other paid time off for Continuing Employees to the extent earned but unused as of the Closing Date, and (ii) to the extent unpaid as of the Closing, 2025 annual bonuses for Continuing Employees, in the amounts earned pursuant to terms thereof, but in no event to exceed the amount accrued by the applicable Seller for such 2025 annual bonuses through the end of the 2025 calendar year, with the amounts described in subclauses (i) and (ii) to be paid as and when such amounts become payable pursuant to the terms of the applicable Assumed Seller Employee Plan.

(e) Seller will, or will cause its Affiliates to, provide any required notice under the WARN Act and to otherwise comply with the WARN Act with respect to any Service Providers who experience an "employment loss" (including as a result of the consummation of the

Transactions) occurring on or prior to the Closing. Buyer will, or will cause its Affiliates to, provide any required notice under the WARN Act and to otherwise comply with the WARN Act with respect to any Continuing Employees who experience an “employment loss” occurring after the Closing.

(f) With respect to the Continuing Employees, Buyer shall be solely responsible for any and all obligations and Liabilities arising under Section 4980B of the Code with respect to all “M&A qualified beneficiaries” as defined in 26 C.F.R. § 54.4980B-9.

(g) All provisions contained in this Agreement with respect to employee benefit plans or compensation of Continuing Employees are included for the sole benefit of the respective parties hereto. Nothing contained herein (i) shall confer upon any former, current or future Service Provider or any legal representative or beneficiary thereof any rights or remedies, including any right to employment or continued employment, of any nature, for any specified period, (ii) shall cause the employment or engagement status of any former, present or future Service Provider to be other than terminable at will, (iii) shall confer any third-party beneficiary rights upon any current or former Service Provider, including any Continuing Employee or any dependent or beneficiary thereof or any heirs or assigns thereof, (iv) shall be construed to establish or be treated as an amendment or modification of any employee benefit plan, program, agreement, arrangement, or policy or (v) shall be construed as limiting the ability of Buyer or any of its Affiliates to amend, modify or terminate any Seller Employee Plan following the Closing or any other compensation or benefit plan, program, agreement, policy or arrangement.

Section 6.08. Intercompany Obligations. As promptly as practicable following the Agreement Date (and, in any event, within ten (10) days of the Agreement Date), Sellers shall deliver to Buyer a true, correct and complete list of all Contracts, Liabilities, balances or accounts (other than pursuant to the Transaction Agreements) owing or due from (a) the Transferred Entities, on the one hand, to or in favor of (b) any Seller or any of its Subsidiaries (other than the Transferred Entities), on the other hand (collectively, the “**Intercompany Obligations**”). Unless Buyer consents or directs otherwise in writing, each Seller shall take or cause to be taken such action as may be necessary so that, effective as of immediately prior to the Closing, there shall be no Intercompany Obligations (and all Intercompany Obligations shall be forever irrevocably and unconditionally terminated, cancelled and extinguished), in each case, without (i) the payment, conveyance, assignment, transfer, delivery of any consideration (whether in Cash or otherwise) in exchange for such termination, cancellation and extinguishment or (ii) any further Liability to any Transferred Entity; provided that prior to taking any such action, Sellers shall provide at least ten (10) Business Days’ prior written notice to Buyer (and provide Buyer with drafts of all documents and instruments prepared to effect any such action, and consider in good faith any comments from Buyer on such draft documents and instruments). Nothing in this Section 6.08 shall require Sellers to terminate or cancel any intercompany obligations solely and exclusively between or among the Transferred Entities.

Section 6.09. [Insurance Policies]. Prior to the Closing, Sellers shall use their respective commercially reasonable efforts to cooperate with Buyer’s efforts to obtain new insurance policies or arrange for the transfer of (or provide the benefit of) any such Insurance Policies (to the extent held by Sellers) to Buyer with effect as of the Closing, as applicable. Buyer acknowledges that, from and after the Closing, the Business, the Transferred Assets and the Assumed Liabilities shall

cease to be insured by Sellers' or their respective Affiliates' Insurance Policies with respect to claims arising out of acts, omissions, facts, events or circumstances occurring on and after the Closing Date, and, except to the extent constituting a Transferred Asset, neither Buyer nor any of its Affiliates (including the Business) shall have any access, right, title or interest in or to any such Insurance Policies (including to all claims and rights to make claims and all rights to proceeds) to cover the Business, the Transferred Assets or the Assumed Liabilities with respect to any such claims. From and after the Closing, Buyer acknowledges that it shall be responsible for securing all insurance it considers appropriate for the Business, the Transferred Assets and the Assumed Liabilities.]³

Section 6.10. Transition Services Cooperation. Between the Agreement Date and the Closing, the Parties shall negotiate in good faith and enter into at the Closing one or more transition services agreements, pursuant to which Buyer and Sellers, as applicable, will provide each other with certain transition services in respect of the Business as are mutually acceptable to Buyer and Sellers (the "TSA(s)").⁴

ARTICLE VII

POST-CLOSING COVENANTS

Section 7.01. Access. From the Closing Date through and including the first anniversary of the Closing Date, Buyer shall grant Sellers and their respective representatives (at Sellers' cost and expense) reasonable access to the books and records transferred to Buyer pursuant to this Agreement during regular business hours and upon reasonable notice for the purpose of allowing Sellers or its successors, or their respective representatives to perform the duties necessary with respect to the Bankruptcy Cases. Buyer shall make one or more of the Transferred Entity Employees or Transferred Seller Employees available to Sellers to assist in Sellers' wind-down in connection with the Bankruptcy Cases, provided that such access does not unreasonably interfere with the conduct of the business by Buyer.

Section 7.02. Intellectual Property Matters.

(a) From and after the Closing Date, Sellers shall, and shall cause each of their respective Affiliates to, as promptly as practicable, and, in any event, within sixty (60) days following the Closing Date, remove any and all Trademarks that are included in the Owned Business Intellectual Property from any and all assets in their respective possession or control (including any publications, signage, corporate letterhead, stationery, business cards, marketing materials or content, internet or other electronic communications vehicles or other materials or as part of Sellers' or their Affiliates' corporate names) and, except as expressly provided for in this Section 7.02, cease and discontinue any and all use of such Trademarks.

(b) Effective as of the Closing Date, Buyer and each of the Transferred Entities hereby grants to each Seller and its Subsidiaries a limited, royalty-free, fully paid-up, irrevocable, worldwide, non-sublicensable, non-transferable, non-exclusive license, until the date that is sixty (60) days following the Closing Date, to continue to use any Trademarks included in the Owned

³ **Note to Draft:** To discuss insurance coverage going forward.

⁴ **Note to Draft:** To revise to attach a form of the TSA as an exhibit if ready by signing.

Business Intellectual Property as part of the name of such Seller or Subsidiary solely to the extent (i) such Trademark was used in such Seller's or Subsidiary's name immediately prior to the Closing Date and (ii) such use is necessary for the winding up and cessation of Sellers' or such Subsidiaries' corporate existence. Nothing in this Section 7.02 shall prohibit any Seller or any of its Subsidiaries from using such Trademarks in connection with historical, tax, employment or similar non-Trademark references to the Business, as necessary and appropriate to describe the historical relationship of any Seller or any of its Subsidiaries with the Transferred Entities, or as otherwise required to comply with applicable Law. Any and all goodwill generated by the use of such Trademarks under this Section 7.02, shall inure solely to the benefit of Buyer or any of its Affiliates (including, after the Closing, the Transferred Entities) as the respective owner(s) of the applicable Trademark.

(c) Neither any Seller nor any Affiliate thereof shall contest, challenge or oppose, or knowingly authorize or knowingly facilitate any third party to contest, challenge or oppose, the validity, enforceability or ownership rights of Buyer or any of its Affiliates (including, after the Closing, the Transferred Entities) of any Trademarks included in the Owned Business Intellectual Property or any Trademarks derived from or confusingly similar to any of the foregoing (or any or register or seek to register any such Trademarks in any jurisdiction).

(d) Solely to the extent that any Owned Business Intellectual Property (other than Trademarks) was used, practiced or otherwise exploited by any Seller or any of its Subsidiaries (other than the Transferred Entities) immediately prior to the Closing Date in the operation of any of their respective businesses (other than the Business), effective as of the Closing Date, each of Buyer and the Transferred Entities hereby grants to such Seller and Subsidiary a royalty-free, fully paid-up, perpetual, irrevocable, worldwide, non-sublicensable, non-transferable, non-exclusive license, until the Wind-Up Date, to use, practice and otherwise exploit such Owned Business Intellectual Property solely to the extent necessary for the winding up and cessation of the corporate existence of such Seller and Subsidiary (it being understood that any such use, practice or other exploitation shall be consistent with past practice and in compliance with any written policies and procedures of Buyer or the applicable Transferred Entity relating to such Owned Business Intellectual Property).

Section 7.03. Directors' and Officers' Indemnification and Exculpation.

(a) Buyer agrees that all rights of the individuals who on or prior to the Closing Date were directors and officers of the Transferred Entities (collectively, the "**D&O Indemnified Parties**") to indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the Closing Date as provided in the certificate of incorporation, bylaws, or comparable organizational or governing documents of the Transferred Entities, as applicable, as now in effect, and any indemnification agreement, as now in effect by and between a D&O Indemnified Party and a Transferred Entity, shall survive the Closing Date and shall continue in full force and effect against the applicable Transferred Entity in accordance with the terms of such document. Such rights shall not be amended or otherwise modified in any manner that would adversely affect the rights of the D&O Indemnified Parties, unless such modification is required by Law.

(b) The provisions of this Section 7.03 are intended to be for the benefit of and shall be enforceable by, each D&O Indemnified Party, his or her successors and heirs and his or

her legal representatives and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such Person may have by Contract or otherwise.

(c) If Buyer or, following the Closing and prior to the sixth (6th) anniversary of the Closing Date, any Transferred Entity, or any of their respective successors or assigns, (i) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any Person, then, and in such case, Buyer shall use commercially reasonable efforts to cause proper provisions to be made so that the successors and assigns of Buyer or such Transferred Entity or any of their respective successors or assigns, as the case may be, shall assume all of the obligations set forth in this Section 7.03(c).

(d) On the Closing Date (and as a condition to the Closing), Buyer shall enter into one or more indemnification agreements with the directors and officers of, and certain Affiliates of, Sellers and their Affiliates, on terms to be reasonably acceptable to the parties thereto.

Section 7.04. Preservation of Books and Records. Buyer agrees to use commercially reasonable efforts to retain all Transferred Books and Records for the longer of (a) any applicable statute of limitations and (b) the period ending on the Wind-Up Date and to make personnel of Buyer available to afford Sellers and their Representatives reasonable access thereto, during regular business hours and upon reasonable advance notice, to the extent in each case that such access is reasonably related to any Excluded Assets or Excluded Liabilities or otherwise necessary for Sellers to comply with the terms of this Agreement or any applicable Law. Sellers agree to use commercially reasonable efforts to retain all books, ledgers, files, reports, plans, records, manuals and other materials (in any form or medium) that are included in the Excluded Assets for a commercially reasonable period following the Closing and to afford Buyer and its Representatives reasonable access thereto, during regular business hours and upon reasonable advance notice, to the extent in each case that such access is reasonably related to any Transferred Assets or Assumed Liabilities or otherwise necessary for Buyer to comply with the terms of this Agreement or any applicable Law or for any reasonable business purpose. In no event shall either Party have access under this Section 7.04 to any information that (x) based on advice of counsel, would create any potential Liability under applicable Laws, including antitrust, competition and merger control Laws, or would destroy any legal privilege or (y) in its reasonable judgment, would (A) result in the disclosure of any trade secrets of third parties or (B) violate any confidentiality obligations so long as, with respect to confidentiality, such party has made reasonable efforts to obtain a waiver regarding the possible disclosure from the third party to whom is owed an obligation of confidentiality.

Section 7.05. Further Assurances. From time to time following the Closing, the Parties shall, and shall cause their respective Affiliates to, promptly execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases and acquaintances and other documents or instruments, and shall take such reasonable actions as may be necessary or appropriate, to make effective the Transactions as may be reasonably requested by any other Party (including, without limiting the generality of the foregoing, (a) transferring to any Seller or its designee(s) (and having such Seller or such designee(s) assume) each Excluded Asset and any asset or Liability not contemplated by this Agreement to be a Transferred Asset or an Assumed Liability, respectively, which asset or Liability was transferred to Buyer at the Closing or is

otherwise held by Buyer or any of its Subsidiaries after the Closing and (b) transferring to Buyer or its designee (and having Buyer or such designee(s) assume) any asset or Liability contemplated by this Agreement to be a Transferred Asset or an Assumed Liability, respectively, which was not transferred to Buyer at the Closing); provided, however, that except for Buyer's obligations to discharge an Assumed Liability and as otherwise provided pursuant to Section 2.03, nothing in this Section 7.05 shall require any Party or its Affiliates to pay money to, commence or participate in any Action with respect to, or offer or grant any accommodation (financial or otherwise) to, any third party following the Closing.

Section 7.06. Excess Wind-Down Amount. Reasonably promptly following the wind down of Sellers in accordance with applicable Law, but in no event later than 10 Business Days thereafter, Sellers shall pay, or cause to be paid, to Buyer any portion of the Wind-Down Amount remaining with Sellers that has not been used to fund the Wind-Down Budget.

ARTICLE VIII

BANKRUPTCY PROVISIONS

Section 8.01. Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Sellers of higher or better competing bids in respect of all or any part of the Transferred Assets, the Assets and the Transferred Equity Interests, in each case, subject to the terms hereof and as determined in each Seller's discretion (subject to the terms and conditions in the Bidding Procedures). From and after the Agreement Date and until the Auction is declared closed by Sellers in accordance with the Bidding Procedures Order (or, if no Bid (as defined in the Bidding Procedures Order) that is a Qualified Bid (as defined in the Bidding Procedures Order) that Sellers deem higher or otherwise better than this Agreement is received by the Bid Deadline (as defined in the Bidding Procedures Order), the date of the Bid Deadline), each Seller is permitted to and to cause its Representatives and Affiliates to, initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by any Person (in addition to Buyer and its Affiliates and Representatives) in connection with a Bid. In addition, each Seller shall have the responsibility and obligation to respond to any inquiries or offers with respect to a Bid and perform any and all other acts related thereto which are required under the Bankruptcy Code, the Bidding Procedures Order or other applicable Law, including supplying information relating to the Business, the Transferred Assets and the Assets to prospective purchasers, in each case, subject to the remainder of this Section 8.01.

Section 8.02. Bankruptcy Court Filings.

(a) Prior to the date of this Agreement, the Bankruptcy Court has entered the Bidding Procedures Order.

(b) Buyer agrees that it will use reasonable best efforts to take such actions as are reasonably requested by Sellers to assist in obtaining findings of adequate assurance by Buyer with respect to any Transferred Executory Contracts as required under section 365 of the Bankruptcy Code, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court as reasonably necessary. Buyer shall not, without the prior written consent of Sellers, file, join in, or otherwise support in any manner whatsoever any motion or other

pleading relating to the sale of the Transferred Assets, the Assets and/or the Transferred Equity Interests hereunder, except as otherwise contemplated by the RSA. In the event the entry of the Sale Order or the Bidding Procedures Order shall be appealed, Sellers and Buyer shall use their respective reasonable best efforts to defend such appeal.

(c) Sellers shall file such motions or pleadings as may be appropriate or necessary to assume and assign the Transferred Contracts and to determine the amount of the Cure Costs.

(d) Sellers shall (i) give Buyer and its legal representatives reasonable advance notice and proposed drafts of all pleadings, motions, Orders, notices, hearings, other Actions and other papers to be filed by Sellers related to the Transaction Agreements and the Transactions and (ii) provide Buyer and its counsel with a reasonable opportunity to review such papers prior to filing with the Bankruptcy Court unless such advance notice is impossible or impracticable under the circumstances.

Section 8.03. Back-up Bidder. Sellers and Buyer agree that, in the event that Buyer is not the Successful Bidder at the auction undertaken pursuant to the Bidding Procedures and the Bidding Procedures Order (the “**Auction**”), if (a) Buyer submits the second highest or second best bid and is named the “Back-up Bidder” in accordance with the terms of the Bidding Procedures and the Bidding Procedures Order and (b) Sellers give notice to Buyer, stating that Sellers (i) failed to consummate the sale with the Successful Bidder, and (ii) have terminated the purchase agreement with the Successful Bidder, Buyer shall consummate the Transactions upon the terms and conditions as set forth herein.

Section 8.04. Bankruptcy Orders. Seller shall comply with all orders of the Bankruptcy Court (including, without limitation, the Cash Collateral Orders).

ARTICLE IX

TAX MATTERS

Section 9.01. Transfer Taxes. Notwithstanding anything to the contrary in this Agreement, Buyer shall promptly pay and discharge any Transfer Tax imposed on the transfers made pursuant to this Agreement. The party required by Law to file a Tax Return with respect to such Transfer Taxes shall, with the cooperation of the other Parties, timely prepare and file such Tax Return. If any Seller or other Debtor is required under applicable Law to pay any such Transfer Taxes, Buyer shall reimburse such Seller or Debtor, as applicable, for the amount paid by such Seller or Debtor in respect of such Transfer Taxes within ten (10) Business Days of receipt of evidence of payment thereof. Buyer and Sellers each agree to timely sign and deliver (or to cause their respective Affiliates to timely sign and deliver) such certificates or forms as may be necessary or appropriate and otherwise to cooperate to establish any available exemption from (or otherwise reduce) any Transfer Taxes (it being understood that Sellers and their cooperation obligation hereunder shall cease as of the Wind-Up Date).

Section 9.02. Consolidated Group. On the Closing Date or as reasonably practicable after the Closing Date, each Debtor treated as a domestic corporation for U.S. federal income tax

purposes shall merge, convert or take such other action to cause each Project LS Entity to become a partnership or disregarded as an entity separate from its owner for U.S. federal, and applicable state and local, income tax purposes (in each case, the “**Tax Conversions**”). As a result of the Tax Conversions, DUV Holding Corporation or other applicable Project LS Entities shall cease to be the “common parent” of any consolidated, combined, or unitary tax group of which DUV Holding Corporation or any other Project LS Entity is currently the “common parent” (the “**Existing LS Group**”) for U.S. federal and applicable state and local income tax purposes. From and after the Closing Date until the effectiveness of the Tax Conversions, without Buyer’s consent (not to be unreasonably withheld, conditioned or delayed), the Project LS Entities shall not take any action or enter into any transaction (and shall use commercially reasonable efforts to not permit any action to be taken or transaction to be entered into by, and shall use commercially reasonable efforts to take all actions within their power to prevent any action from being taken or transaction from being entered into by, any of its direct or indirect subsidiaries) outside of the ordinary course of business, other than those contemplated by this Agreement, that could increase the amount of Taxes for which Buyer is or may be liable under this Agreement or by operation of Law. If and when a Person may be designated (in accordance with Section 1.1502-77 of the Treasury Regulations or any similar state or local law) as successor agent for the Existing LS Group for all taxable periods ending on or prior to the Tax Conversions, pursuant to Section 1.1502-77 of the Treasury Regulations or any similar state or local law, the Project LS Entities shall promptly cause to be designated as such successor agent such Person as Buyer may specify.

Section 9.03. Tax Returns. Buyer shall have responsibility for preparing and filing, or causing to be prepared and filed, (i) any Tax Return of the Existing LS Group that is required to be filed on a consolidated, combined or unitary basis and (ii) any Tax Return not described in clause (i) of a Project LS Entity or any of its direct and indirect subsidiaries, in each case, for any taxable period (or portion thereof) ending on or prior to the Tax Conversions (any Tax Returns described in clauses (i) and (ii), the “**Specified Tax Returns**”). Buyer shall provide a draft of each Specified Tax Return to the Project LS Entities at least fifteen (15) days prior to the filing of any such Tax Return for the Project LS Entities’ review and comment, which review and comment shall be limited to items that could reasonably be expected to adversely affect the Project LS Entities or its direct or indirect owners. The Project LS Entities shall cooperate with Buyer in connection with the preparation and filing of any Specified Tax Return. The Project LS Entities shall not (and shall cause their direct and indirect subsidiaries not to) (A) file, amend or revoke any Specified Tax Return or make any election with respect to a Specified Tax Return or (B) fail to file, or cause to be filed, any amended Specified Tax Return, or fail to make any election with respect to a Specified Tax Return that is requested by Buyer, without the prior written consent of Buyer (not to be unreasonably withheld, conditioned or delayed).

Section 9.04. Responsibility for and Payment of Taxes. Buyer shall pay, or cause to be paid, any Taxes that are Assumed Liabilities.

Section 9.05. Tax Refunds. Without duplication of Section 2.02(b)(v), Buyer shall be entitled to any and all cash refunds (or credits in lieu thereof) of Taxes (including any overpayment of Taxes that can be refunded or, alternatively, applied to other Taxes payable and any amounts received pursuant to an application for tentative refund), including any interest paid on such amounts or with respect thereto (any such amount, a “**Refund**”) which Refunds are received by any Debtor treated as a domestic corporation for U.S. federal income tax purposes (each such

Debtor a “**Project LS Entity**”) (or any direct or indirect subsidiary thereof or Affiliate) after the date hereof. The Parties shall (i) cooperate to claim any Refund and (ii) not surrender any right to claim any Refund, in each case, to which Buyer is entitled (regardless of when received) pursuant to this Agreement. If any of the Project LS Entities (or any subsidiary or Affiliate) receives a Refund to which Buyer is entitled pursuant to this Section 9.05, any such amount shall be treated as received by the relevant Project LS Entity (or subsidiary or Affiliate) in trust on behalf of Buyer and shall be considered the property of Buyer. If any Project LS Entity (or subsidiary or Affiliate) receives a Refund to which Buyer is entitled pursuant to this Section 9.05, the Project LS Entity shall (or shall cause its direct or indirect subsidiary or Affiliate, as applicable, to) promptly pay to Buyer (and in any case within five (5) days after such Refund is actually received or, in the case of any Refund received in the form of a credit in lieu of a Refund, within five (5) days after the filing of the applicable Tax Return for which such credit was applied) the amount to which Buyer is entitled; provided, however, that the Project LS Entity shall not be required to pay (or cause its direct or indirect subsidiary or Affiliate, as applicable, to pay) any Refund received in the form of a credit in lieu of a Refund to the extent such Refund was applied against Taxes for which Buyer is liable pursuant to Section 9.03.

Section 9.06. Tax Proceedings. The Project LS Entities shall promptly notify Buyer in writing (and in any case within fifteen (15) days of receipt) of any communication received from any Taxing Authority by any Project LS Entity with respect to any pending or threatened audit, assessment, pre-filing agreement, proceeding, litigation or appeal thereof, whether administrative or judicial (including proceedings relating to competent authority determinations), or other examination by any Taxing Authority relating to any Specified Tax Return or Refund to which Buyer is entitled pursuant to this Agreement (a “**Tax Proceeding**”), and Buyer shall notify the Project LS Entities in the same manner of any communication received from any Taxing Authority by Buyer with respect to any Tax Proceeding that could reasonably be expected to adversely affect the Project LS Entities or their direct or indirect owners. Any such notification shall include a copy of any written communication received from such Taxing Authority and an accurate and complete written summary of any oral communication between the Project LS Entities or Buyer, as applicable, and such Taxing Authority. Buyer (or its designee) shall control, and employ counsel of its choice and at its expense in connection with any Tax Proceeding; provided that, to the extent a Tax Proceeding could reasonably be expected to materially and adversely affect the Project LS Entities or their direct or indirect owners (excluding any Tax Proceeding with respect to Assumed Taxes), the Project LS Entities may, at their own expense, participate in such Tax Proceeding. The Project LS Entities and Buyer shall cooperate with one another in connection with any Tax Proceeding, which cooperation shall include, in the case of the Project LS Entities, taking any action or making any election requested in writing by Buyer that is reasonably necessary to permit Buyer to control any such Tax Proceeding.

Section 9.07. Cooperation by the Project LS Entities. The Project LS Entities and their Affiliates shall cooperate with Buyer in the preparation and filing of Tax Returns and in the conduct of any Tax Proceedings, including by maintaining such books and records and providing on a timely basis such available information as may be reasonably necessary or useful in connection with the preparation and filing of such Tax Returns or the conduct of such Tax Proceedings, and executing any documents and providing any further information and taking any actions which Buyer may reasonably request in connection therewith. Notwithstanding Sections 2.02(a)(xii) and 7.01, to the extent not transferred to Buyer in connection with the implementation

of the Restructuring (as defined in the RSA), the Project LS Entities agree to retain the appropriate records which may affect the determination of any Tax liability reflected on any Specified Tax Returns until the applicable statute of limitations (including any extension or waiver thereof) has expired with respect thereto.

Section 9.08. Cooperation by Buyer. At any time and from time to time, upon reasonable request by the Project LS Entities and their Affiliates, Buyer shall provide such Persons with available information as may be reasonably necessary or useful in connection with the preparation and filing of applicable Tax Returns (and any related inquiries by or proceedings with a Taxing Authority).

Section 9.09. Tax Treatment.

(a) Unless otherwise agreed with Buyer, Sellers shall treat the Transactions as a taxable transfer of the Transferred Assets and Transferred Equity Interests for U.S. federal income tax purposes (and the Parties shall cooperate to cause such transactions to be so treated) and shall report the worthless stock deductions available to the U.S. consolidated federal income tax group as an ordinary loss that arises in the same taxable year as any income or gain from the Transactions and, consistent with the foregoing, the Parties acknowledge and agree that, for U.S. federal, state and local income tax purposes, the rights and obligations created under this Agreement and the TSA(s), taken together, shall be treated as a transfer of ownership of the product and manufacturer licenses for the products described therein (the “**Intended Tax Treatment**”).

(b) The Parties acknowledge and agree that, for U.S. federal, state and local Tax purposes, any payment pursuant to this Agreement after the Closing Date shall be treated as an adjustment to the amounts paid to Sellers pursuant to this Agreement. The Parties shall (and shall cause their respective Affiliates to) file all Tax Returns (including, applicable Specified Tax Returns) consistent with the tax treatment described in Section 9.09(a), the Intended Tax Treatment and the Purchase Price Allocation and not take any Tax position inconsistent therewith, unless otherwise required by a final “determination” within the meaning of section 1313(a) of the Code (or any similar state or local law).

Section 9.10. Survival. The obligations set forth in this Article IX with respect to Taxes shall survive until the date that is thirty (30) days following the expiration of the applicable statute of limitations.

ARTICLE X

CONDITIONS TO CLOSING

Section 10.01. Conditions to the Obligations of Buyer and Seller. The obligations of the Parties to effect the Closing shall be subject to the satisfaction or (to the extent permitted by applicable Law) waiver, at or before the Closing, of each of the following conditions:

(a) Governmental Approvals. Any applicable waiting periods under the HSR Act with respect to the Transactions shall have expired or been terminated and all other Required Approvals shall have been obtained or, if applicable, shall have expired, have been waived by the applicable Government Authority or have been terminated (in each case, without the imposition

of a Burdensome Condition, unless Buyer, in its sole discretion, has consented to such Burdensome Condition).

(b) No Prohibition. No court or other Government Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Law or Order (whether temporary, preliminary or permanent) that is in effect and restrains, enjoins or otherwise prohibits consummation of the Transactions.

(c) Sale Order. The Bankruptcy Court shall have entered the Sale Order and such Sale Order shall be in full force and effect and shall be a Final Order.

(d) Plan Confirmation. Except as contemplated by the condition precedent in clause 12 of Article IX.A of the Plan, (i) the Bankruptcy Court shall have entered the Confirmation Order (as defined in the Plan) and such Confirmation Order shall be in full force and effect and shall be a Final Order and (ii) the Effective Date (as defined in the Plan) shall occur substantially concurrently with the Closing.

(e) RSA. The RSA shall not have been terminated and shall remain in full force and effect.

(f) Advisory Agreement. The parties contemplated to be party to the Advisory Agreement (as defined in the Plan) shall have duly executed the Advisory Agreement.

Section 10.02. Conditions to Obligations of Sellers. The obligations of Sellers to consummate the Transactions shall be subject to the satisfaction or (to the extent permitted by applicable Law) waiver by Seller, in its sole discretion, at or before the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants.

(i) All representations and warranties of Buyer contained in Article V of this Agreement shall be true and correct in all respects as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all respects as of such specific date), except for breaches or inaccuracies that, individually or in the aggregate, would not reasonably be expected to prevent or materially impair or materially delay the ability of Buyer to consummate the Transactions or otherwise timely perform its obligations under the Transaction Agreements;

(ii) the covenants and agreements contained in this Agreement required to be performed or complied with by Buyer at or before the Closing shall have been performed or complied with in all material respects; and

(iii) Sellers shall have received a certificate signed by an authorized officer of Buyer, dated as of the Closing Date, certifying as to the satisfaction of the conditions set forth in the foregoing clauses (i) and (ii).

(b) Transaction Agreements. Buyer shall have executed and delivered to Sellers all Buyer Transaction Agreements.

Section 10.03. Conditions to Obligations of Buyer. The obligations of Buyer to consummate the Transactions shall be subject to the satisfaction or (to the extent permitted by applicable Law) waiver by Buyer, in its sole discretion, at or before the Closing, of each of the following conditions:⁵

(a) Representations and Warranties; Covenants.

(i) (A) The representations and warranties of Sellers contained in Sections 4.01, 4.02, 4.03, 4.04(i), and 4.10 shall be true and correct in all respects as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all material respects as of such specific date) and (B) all other representations and warranties of Sellers contained in this Agreement shall be true and correct as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct as of such date), except for breaches or inaccuracies, as the case may be, as to matters that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect; provided, however, that for purposes of determining the satisfaction of the condition in clauses (i)(A) and (B), no effect shall be given to any qualifier of “material” or “Material Adverse Effect” in such representations and warranties;

(ii) the covenants and agreements contained in this Agreement required to be performed or complied with by each Seller on or before the Closing shall have been performed or complied with in all material respects; and

(iii) Buyer shall have received a certificate signed by an authorized officer of Seller, dated as of the Closing Date, certifying as to the satisfaction of matters set forth in the foregoing clauses (i) and (ii).

(b) Seller Transaction Agreements. Sellers shall have executed and delivered, or caused to be executed and delivered, to Buyer all Seller Transaction Agreements.

(c) Definitive Documents. All Definitive Documents (as defined in the RSA) necessary to consummate the Transactions shall have been executed by the Parties thereto consistent with their respective consent rights under the RSA and shall not have been terminated and shall remain in full force and effect, and all conditions precedent to the effectiveness of the applicable Definitive Documents necessary to consummate the Transactions shall have been satisfied or duly waived in writing in accordance with the terms of such Definitive Documents.

(d) New Revolving Facility. The New Revolving Facility (as defined in the Plan) shall have been entered into by Buyer and the lenders thereto.

⁵ **Note to Draft:** To determine whether any third party consents should be included. **Note to Milbank:** To discuss.

(e) Restructuring Expenses. Concurrently with the Closing, Sellers shall pay all Restructuring Expenses (as defined in the Plan) incurred as of the Closing for which invoices have been received by Sellers prior to the Closing.

(f) First Lien Cash Payment. Concurrently with the Closing, Sellers shall deliver to the Agent under the First Lien Credit Agreement an amount of Cash equal to the First Lien Emergence Excess Cash for the benefit of the holders of the First Lien Term Loan Claims (in each case, as defined in the Plan).

(g) Liquidity. Buyer shall have at least \$150,000,000 of Liquidity (as defined in the Plan) after the application of the First Lien Emergence Excess Cash and any 1L TL Equitization Excess Cash (as defined in the Plan).

Section 10.04. Waiver of Closing Conditions. Upon the occurrence of the Closing, any condition set forth in this Article X that was not satisfied as of the Closing shall be deemed to have been waived as of and from the Closing.

ARTICLE XI

TERMINATION

Section 11.01. Termination. Notwithstanding anything in this Agreement to the contrary, but subject to Section 11.02 and Section 11.03, this Agreement may be terminated before the Closing:

(a) by the mutual written consent of Sellers and Buyer;

(b) by Sellers, if Buyer shall have breached any representation or warranty or failed to comply with any covenant or agreement applicable to Buyer that would cause any Closing Condition set forth in Section 10.02(a) not to be satisfied, and (i) such breach is not waived by Sellers or (ii) if such breach has not been waived by Sellers but is curable and is not cured by Buyer prior to the earlier to occur of (A) twenty (20) Business Days after receipt by Buyer of Sellers' notice of their intent to terminate this Agreement and (B) the Outside Date; provided, however, that each Seller is not then in material breach of this Agreement;

(c) by Buyer, if any Seller shall have breached any representation or warranty or failed to comply with any covenant applicable to such Seller that would cause any Closing Condition set forth in Section 10.03(a) not to be satisfied, and (i) such breach is not waived by Buyer or (ii) if such breach has not been waived by Buyer but is curable and is not cured by Sellers prior to the earlier to occur of (A) twenty (20) Business Days after receipt by Sellers of Buyer's notice of its intent to terminate this Agreement and (B) the Outside Date; provided, however, that Buyer is not then in material breach of this Agreement;

(d) by either Sellers or Buyer, if the Closing shall not have occurred by December 31, 2025 (the "**Outside Date**");

(e) by either Sellers or Buyer, in the event that any Government Authority of competent jurisdiction shall have issued an Order that permanently restricts, enjoins or prohibits

the consummation of the purchase of the Transferred Equity Interests or the Transferred Assets contemplated by this Agreement and such Order shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 11.01(e) shall not be available to Sellers or Buyer whose action or failure to fulfill any obligation under this Agreement has been the cause of, or has resulted in, the issuance of such Order or other action;

(f) by either Sellers or Buyer, if (i) any Seller enters into a definitive agreement with respect to any Qualified Bid with a Person other than Buyer and Buyer is not the Back-Up Bidder or (ii) the Bankruptcy Court enters an Order approving any Qualified Bid or sale that provides for any sale or other disposition of the Transferred Assets to a person or entity other than Buyer and Buyer is not the Back-Up Bidder;

(g) by either Sellers or Buyer, (i) if the RSA is terminated by the Required Consenting First Lien Term Loan Lenders (as such term is defined in the RSA) pursuant to Section 11.01 thereof, (ii) if the RSA is terminated with respect to the Consenting Second Lien Term Loan Lenders (as such term is defined in the RSA) by the Required Consenting Second Lien Term Loan Lenders (as such term is defined in the RSA) pursuant to Section 11.01 thereof, or (iii) if the RSA is terminated pursuant to Section 11.05, 11.07 or 11.08 thereof;

(h) by any Seller, if any Seller or the board of directors (or similar governing body) of any Seller determines after consulting with counsel that proceeding with the Transactions or failing to terminate this Agreement would be inconsistent with its or such Person's or body's fiduciary duties in accordance with the terms and conditions of the RSA;

(i) by Buyer, if the Bankruptcy Court enters an Order invalidating, disallowing or prohibiting Buyer from credit bidding all or a portion of the Credit Bid Amount;

(j) by Buyer, if (i) the Bankruptcy Cases are dismissed or converted to a case or cases under chapter 7 of the Bankruptcy Code, and neither such dismissal nor conversion expressly contemplates the Transactions or (ii) any Seller withdraws or seeks authority to withdraw any motion seeking Bankruptcy Court material relief contemplated herein, including entry of the Sale Order; or

(k) by Buyer, upon the occurrence of a Termination Event (as defined in the Cash Collateral Orders) under the Cash Collateral Orders that has not been waived or timely cured in accordance with the terms of the Cash Collateral Orders.

Section 11.02. Notice of Termination. If either Buyer or Sellers desire to terminate this Agreement pursuant to Section 11.01, such Party shall give written notice of such termination to the other Parties.

Section 11.03. Effect of Termination. If this Agreement is validly terminated pursuant to Section 11.01, this Agreement shall thereupon become null and void and of no further force and effect, except for the provisions of this Section 11.03 and Article XII, together with any related defined terms and definitions thereof (each of which shall survive such termination); provided that nothing in this Section 11.03 shall be deemed to (A) release any Party from any Liability for any (x) knowing and intentional breach of this Agreement prior to such termination or (y) willfully and knowingly committed actual fraud against a non-breaching party with the specific intent to deceive

and mislead, as determined by the Bankruptcy Court, or (B) impair the right of any Party to compel specific performance by any other Party of its obligations under this Agreement prior to the date of termination.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rules of Construction. The following rules of construction shall govern the interpretation of this Agreement:

(a) references to “applicable” Law or Laws with respect to a particular Person, thing or matter means only such Law or Laws as to which the Government Authority that enacted or promulgated such Law or Laws has jurisdiction over such Person, thing or matter as determined under the Laws of the State of Delaware as required to be applied thereunder by the Bankruptcy Court;

(b) references to any statute, rule, regulation or form (including in the definition thereof) shall be deemed to include references to such statute, rule, regulation or form as amended, modified, supplemented or replaced from time to time (and, in the case of any statute, include any rules and regulations promulgated under such statute), and all references to any section of any statute, rule, regulation or form include any successor to such section;

(c) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is referenced in beginning the calculation of such period will be excluded (for example, if an action is to be taken within two (2) days after a triggering event and such event occurs on a Tuesday, then the action must be taken by Thursday); if the applicable provision calculates the period of time using Business Days and the last day of such period is a non-Business Day, the period in question will end on the next succeeding Business Day;

(d) whenever the context requires, words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender;

(e) (i) the provision of a table of contents, the division into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement and (ii) references to the terms “Article,” “Section,” “subsection,” “subclause,” “clause,” “Schedule” and “Exhibit” are references to the Articles, Sections, subsections, subclauses, clauses, Schedules and Exhibits to this Agreement unless otherwise specified;

(f) all Schedules (including the Disclosure Schedules) and Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein;

(g) any capitalized terms used in any Schedule (including the Disclosure Schedules) or Exhibit but not otherwise defined therein shall have the meaning as defined in this Agreement;

(h) where there is any inconsistency between the definitions set out in Exhibit A and the definitions set out in any other Section or any Schedule (including the Disclosure Schedules) or Exhibit, then, for the purposes of construing such Section, Schedule or Exhibit, the definitions set out in such Section, Schedule or Exhibit shall prevail;

(i) (i) the terms “hereof,” “herein,” “hereby,” “hereto,” “hereunder” and derivative or similar words refer to this entire Agreement, including the Disclosure Schedules, schedules and Exhibits thereto, (ii) the terms “thereof,” “therein,” “thereby,” “thereto,” “thereunder” and derivative or similar words refer to this Agreement to which the context refers, including the Disclosure Schedules, schedules and Exhibits thereto, (iii) the terms “include,” “includes,” “including” and words of similar import when used in this Agreement mean “including, without limitation” unless otherwise specified, whether or not they are in fact followed by those words or words of like import, (iv) the term “any” means “any and all” and (v) unless otherwise expressly indicated, where the context permits, the use of the term “or” shall not be exclusive and shall mean “and/or”;

(j) (i) references to “days” means calendar days unless Business Days are expressly specified, (ii) references to “written” or “in writing” include in electronic form (including by e-mail transmission or electronic communication by portable document format (.pdf)) and (iii) references to “\$” mean U.S. dollars;

(k) references to any Person includes such Person’s successors and permitted assigns;

(l) whenever this Agreement requires any Subsidiary of Sellers, to take any action, such requirement shall be deemed to involve an undertaking on the part of Sellers to take such action or to cause such Subsidiary, to take such action;

(m) “writing”, “written” and comparable terms refer to printing, typing and other means of reproducing works (including electronic media) in visible form;

(n) except with respect to any amendment, modification or supplement of the Disclosure Schedules, references to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms thereof;

(o) unless the context otherwise requires, the word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if”;

(p) each Party has participated in the negotiation and drafting of this Agreement and the other Transaction Agreements, and if an ambiguity or question of interpretation should arise, this Agreement and the other Transaction Agreements shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any provision in this Agreement or the other Transaction Agreements; the language used in this Agreement and the other Transaction Agreements will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party;

(q) prior drafts of this Agreement or the other Transaction Agreements or any ancillary agreements, schedules or exhibits thereto or the fact that any clauses have been added, deleted or otherwise modified from any prior drafts of this Agreement or any ancillary agreements, schedules or exhibits hereto shall not be used as an aide of construction or otherwise constitute evidence of the intent of the Parties; and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of such prior drafts; and

(r) any document or item will be deemed “delivered,” “provided” or “made available” by Sellers, within the meaning of this Agreement if such document or item is actually delivered or provided to Buyer.

Section 12.02. Expenses. Except as otherwise expressly specified in the Transaction Agreements, each Party will pay its own costs and expenses, including legal, consulting, financial advisor, accounting and other fees and expenses, incurred in connection with the Transaction Agreements and the Transactions, irrespective of when incurred or whether or not the Closing occurs.

Section 12.03. Notices. All notices and other communications under or by reason of this Agreement shall be in writing and shall be deemed to have been duly given or made (a) upon receipt when personally delivered, (b) when delivered by e-mail transmission with receipt confirmed or (c) upon delivery by overnight courier service, in each case, to the addresses and attention parties indicated below (or such other address, e-mail address or attention party as the recipient party has specified by prior notice given to the sending party in accordance with this Section 12.03):

If to any Seller, to:

LifeScan
20 Valley Stream Parkway
Malvern, Pennsylvania 19355
Attention: Valerie Asbury (vasbury@lifescan.com)
James Rushing (jrushing@lifescan.com)
Gary Broadbent (gbroadbent@lifescan.com)

with a copy (which will not constitute notice) to:

Milbank LLP
55 Hudson Yards
New York, New York 10001
Attention: Dennis F. Dunne (ddunne@milbank.com)
Samuel A. Khalil (skhalil@milbank.com)
Jason T. Anderson (jtanderson@milbank.com)
Jaimie Fedell (jfedell@milbank.com)

If to Buyer, to:

LFSN BidCo LLC

c/o Wilmington Savings Fund Society, FSB, as Administrative Agent and Collateral Agent under the First Lien Credit Agreement and Second Lien Credit Agreement
500 Delaware Avenue
Wilmington, Delaware 19801
Attention: Kevin McGarvey (kmegarvey@wsfsbank.com)
with a copy (which will not constitute notice) to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attention: Damian Schaible (damian.schaible@davispolk.com)
Harold Birnbaum (harold.birnbaum@davispolk.com)
Jacob Kleinman (jacob.kleinman@davispolk.com)
Michael Pera (michael.pera@davispolk.com)

Section 12.04. Survival. Except (i) as set forth in Section 3.03, Section 7.03, Section 9.10 and Section 11.03 and (ii) for any covenant that by its terms is to be performed (in whole or in part) by any Party following the Closing (which covenants shall survive the Closing in accordance with their terms), none of the representations, warranties, or covenants of any Party set forth in this Agreement shall survive, and each of the same shall terminate and be of no further force or effect as of, the Closing (other than in respect of a claim for willfully and knowingly committed actual fraud).

Section 12.05. Public Announcements. The initial press release with respect to the execution of this Agreement shall be a joint press release to be reasonably agreed upon by the Parties. No Party nor any Affiliate or Representative of such Party shall issue or cause the publication of any press release or public announcement or otherwise communicate with any news media in respect of the Transaction Agreements or the Transactions without the prior written consent of the other Parties (which consent shall not be unreasonably withheld, conditioned or delayed), except as required by applicable Law or by Order of the Bankruptcy Court or by applicable rules of any stock exchange or quotation system on which such Party or its Affiliates lists or trades securities (in which case the disclosing Party, to the extent practicable under the circumstances and permissible by Law, shall (a) advise the other Parties before making such disclosure and (b) provide each such other Party a reasonable opportunity to review and comment on such release or announcement and consider in good faith any comments with respect thereto).

Section 12.06. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law. If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect under any applicable Law, as a matter of public policy or on any other grounds, the validity, legality and enforceability of all other terms and provisions of this Agreement will not in any way be affected or impaired and shall remain in full force and effect. If the final judgment of a court of competent jurisdiction or other Government Authority declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

Section 12.07. Assignment. (a) This Agreement will be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties, including, in the case of Sellers, any trustee or estate representative appointed in the Bankruptcy Cases or any successor cases pursuant to chapter 7 of the Bankruptcy Code. No Party may assign (whether by operation of Law or otherwise) this Agreement or any rights, interests or obligations provided by this Agreement without the prior written consent of the other Parties; provided, however, that (i) Buyer may assign this Agreement and any or all rights or obligations under this Agreement, including obligations related to the Assumed Liabilities, to any of its Affiliates and (ii) each Seller may assign any of its respective rights or obligations under this Agreement to any plan administrator, liquidator, liquidating trust, examiner, receiver, trustee or similar party appointed on its behalf following that Closing; provided, further, that, in each case, such assignment shall not release the assigning Party from its obligations under this Agreement. Any attempted assignment in violation of this Section 12.07 shall be void *ab initio*.

(b) In furtherance of the foregoing, Buyer may, without the consent of Sellers, designate, in accordance with the terms of this Section 12.07(b) and effective as of the Closing, one or more Persons who is a wholly-owned subsidiary of Buyer to acquire all, or any portion of, the Transferred Assets and assume all or any portion of the Assumed Liabilities or to be jointly obligated to pay all or any portion of the Credit Bid Amount (any Person that shall be properly designated by Buyer in accordance with this Section 12.07(b), a “**Buyer Designee**”); provided, that for the avoidance of doubt, any such assignment of the payment obligation shall not relieve Buyer of its obligation to deliver the Credit Bid Amount under Section 3.01. The above designation may be made by Buyer by written notice to Sellers at any time prior to the Closing Date. The Parties agree to modify any Closing deliverables in accordance with the foregoing designation. For the avoidance of doubt, and notwithstanding anything to the contrary herein, all Buyer Designees appointed in accordance with this Section 12.07(b) shall be included in the definition of “Buyer” for all relevant purposes under this Agreement and all such Buyer Designees shall be deemed to have made all of the covenants, representations and warranties of Buyer set forth in this Agreement (as modified pursuant to this Section 12.07(b)) to the extent relevant to such Buyer Designee.

Section 12.08. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and, except with respect to the D&O Indemnified Parties pursuant to Section 7.03(a), the Nonparty Affiliates pursuant to Section 12.17 or as otherwise expressly set forth in this Agreement, nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any Person that is not a Party, including any Affiliates of any Party.

Section 12.09. Entire Agreement. This Agreement (including the Disclosure Schedules) and the other Transaction Agreements (and all Exhibits and Schedules hereto and thereto) collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior negotiations, correspondence, understandings, agreements and Contracts, whether written or oral, among the Parties respecting the subject matter hereof and thereof.

Section 12.10. Amendments. This Agreement (including the Disclosure Schedules and all Exhibits and Schedules hereto) may be amended, restated, supplemented or otherwise modified, only by written agreement duly executed by Buyer and Sellers.

Section 12.11. Waiver. At any time before the Closing, either Sellers or Buyer may, by written instrument duly executed by the waiving Party, (a) extend the time for the performance of any obligation or other acts of the other Party, (b) waive any breaches or inaccuracies in the representations and warranties of the other Party contained in this Agreement or in any document delivered pursuant to this Agreement or (c) waive compliance with any covenant, agreement or condition contained in this Agreement, but such waiver of compliance with any such covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 12.12. Governing Law. Except to the extent of the mandatory provisions of the Bankruptcy Code, this Agreement, and any Action or claim that may be based upon, arise out of or relate or be incidental to any Transaction, this Agreement, the negotiation, execution, performance or consummation of the foregoing or the inducement of any Party to enter into the foregoing, whether for breach of Contract, tortious conduct or otherwise, and whether now existing or hereafter arising (each, a “**Transaction Dispute**”), will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied.

Section 12.13. Dispute Resolution; Consent to Jurisdiction.

(a) Without limiting any Party’s right to appeal any Order of the Bankruptcy Court (other than as otherwise provided herein), (i) the Bankruptcy Court shall have and retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Transaction Dispute which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court or any federal court to which an appeal from the Bankruptcy Court may be validly taken, and the Parties hereby consent to and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 12.03 (as may be updated from time to time in accordance with Section 12.03); provided, however, that upon the closing of the Bankruptcy Cases, or if the Bankruptcy Court does not have subject matter jurisdiction, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware and any appellate court from any thereof for the resolution of any such Transaction Dispute. In that context, and without limiting the generality of the foregoing, each Party irrevocably and unconditionally:

(i) submits for itself and its property to the exclusive jurisdiction of such courts with respect to any Transaction Dispute and for recognition and enforcement of any

judgment in respect thereof, and agrees that all claims in respect of any Transaction Dispute shall be heard and determined in such courts;

(ii) agrees that venue would be proper in such courts, and waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for the resolution of any Transaction Dispute; and

(iii) agrees that the mailing by certified or registered mail, return receipt requested, to the Persons listed in Section 12.03 (as may be updated from time to time in accordance with Section 12.03) of any process required by any such court, will be effective service of process; provided, however, that nothing herein will be deemed to prevent a Party from making service of process by any means authorized by the Laws of the State of Delaware.

(b) The foregoing consent to jurisdiction will not constitute submission to jurisdiction or general consent to service of process in the State of Delaware for any purpose except with respect to any Transaction Dispute.

Section 12.14. Waiver of Jury Trial. To the maximum extent permitted by Law, each Party irrevocably and unconditionally waives any right to trial by jury in any forum in respect of any Transaction Dispute and covenants that neither it nor any of its Affiliates or Representatives will assert (whether as plaintiff, defendant or otherwise) any right to such trial by jury. Each Party certifies and acknowledges that (a) such Party has considered the implications of this waiver, (b) such Party makes this waiver voluntarily and (c) such waiver constitutes a material inducement upon which such Party is relying and will rely in entering into this Agreement. Each Party may file an original counterpart or a copy of this Section 12.14 with any court as written evidence of the consent of each Party to the waiver of its right to trial by jury.

Section 12.15. Admissibility into Evidence. All offers of compromise or settlement among the Parties or their Representatives in connection with the attempted resolution of any Transaction Dispute (a) shall be deemed to have been delivered in furtherance of a Transaction Dispute settlement, (b) shall be exempt from discovery and production and (c) shall not be admissible into evidence (whether as an admission or otherwise) in any proceeding for the resolution of the Transaction Dispute.

Section 12.16. Remedies; Specific Performance.

(a) Except to the extent set forth otherwise in this Agreement, all remedies under this Agreement expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

(b) Each Party agrees that irreparable damage would occur and the Parties would not have an adequate remedy at law if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, each Party agrees that the other Party will be entitled to injunctive relief from time to time to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of this Agreement, in each case (i) without proof of damages or otherwise and without the requirement of posting any bond or other indemnity and (ii) in addition to any other remedy to which it may be

entitled, at law or in equity. Furthermore, each Party agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement, and to specifically enforce the terms of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such Party under this Agreement. Each Party agrees that the right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither Sellers nor Buyer would have entered into this Agreement. Each Party expressly disclaims that it is owed any duty not expressly set forth in this Agreement, and waives and releases all tort claims and tort causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement.

Section 12.17. Non-Recourse. All claims, obligations, Liabilities, Actions or causes of action (whether in Contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and are expressly limited to) the entities that are expressly identified as Parties in the preamble to this Agreement or, if applicable, their successors and assigns (“**Contracting Parties**”). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, consultant, attorney, accountants, financial advisor or other representative of, and any lender to, any Contracting Party, or any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, consultant, attorney, accountants, financial advisor or other representative of, and any lender to, any of the foregoing (“**Nonparty Affiliates**”), shall have any Liability (whether in Contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or other Liabilities arising under, out of, in connection with, or related in any manner to this Agreement, any Transaction Agreement or any Transaction Dispute or based on, in respect of, or by reason of this Agreement or any Transaction Agreement or such Nonparty Affiliate’s negotiation, execution, performance, or breach; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such claims, causes of action, obligations and other Liabilities against any such Nonparty Affiliates. It is expressly agreed that the Nonparty Affiliates to whom this Section 12.17 applies shall be third-party beneficiaries of this Section 12.17.

Section 12.18. Interest. If any payment required to be made to a Party under this Agreement is made after the date on which such payment is due, interest shall accrue at the Interest Rate on such amount from (but not including) the due date of the payment to (and including) the date such payment is actually made. All computations of interest pursuant to this Agreement shall be made on the basis of a year of three hundred sixty-five (365) days, in each case for the actual number of days from (but not including) the first day to (and including) the last day occurring in the period for which such interest is payable.

Section 12.19. Disclosure Schedules and Exhibits. The Disclosure Schedules, Schedules and Exhibits attached to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Any capitalized terms used in any Exhibit or Schedule or in the Disclosure Schedules but not otherwise defined therein shall be defined as set forth in this Agreement. The representations and warranties of Sellers

set forth in this Agreement are made and given subject to the disclosures contained in the Disclosure Schedules, and neither any Seller nor any of its Affiliates shall be, or deemed to be, in breach of any such representations and warranties (and no claim shall lie in respect thereof) in respect of any such matter so disclosed in the Disclosure Schedules. Any matter, information or item disclosed in the Disclosure Schedules under any specific representation or warranty or schedule or section thereof shall be deemed to be disclosed and incorporated by reference in any other schedule or section of the Disclosure Schedules as though fully set forth in such other schedule(s) or section(s), to the extent the applicability to such other schedule(s) or section(s) is reasonably apparent on its face. The inclusion of any matter, information or item in the Disclosure Schedules as an exception to a representation or warranty shall not be deemed to constitute (a) an admission of any Liability by any Seller or any Transferred Entity to any third party, (b) an admission that any breach or violation of applicable Laws or any contract or agreement to which any Seller or any Transferred Entity is a party exists or has actually occurred, (c) an admission that such item is outside the ordinary course of business or not consistent with past practice, or (d) otherwise imply an admission that such item represents a material exception or material fact, event, circumstance or that such item has had, and would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Disclosure Schedules have been arranged for purposes of convenience in separately titled schedules corresponding to the sections of this Agreement.

Section 12.20. Provision Respecting Legal Representation. Each Party to this Agreement agrees, on its own behalf and on behalf of its Affiliates and Representatives, that Milbank LLP may serve as counsel to Sellers, on the one hand, and any Transferred Entity, on the other hand, in connection with the negotiation, preparation, execution and delivery of the Transaction Agreements and the consummation of the Transactions, and that, following consummation of the Transactions, Milbank LLP may serve as counsel to any Seller or any Subsidiary or Representative of any Seller, in connection with any litigation, claim or obligation arising out of or relating to the Transactions and the Transaction Agreements notwithstanding such prior representation of any Transferred Entity and each Party consents thereto and waives any conflict of interest arising therefrom, and each Party shall cause its Affiliates and Representatives to consent to waive any conflict of interest arising from such representation.

Section 12.21. Privilege. Buyer, for itself and its Affiliates, and its and its Affiliates' respective successors and assigns, hereby irrevocably and unconditionally acknowledges and agrees that, other than in the case of potential willfully and knowingly committed actual fraud with the specific intent to deceive and mislead (such potential claims to be reasonably determined upon the advice of counsel), all attorney-client privileged communications between any Seller, any Transferred Entity and their respective current or former Affiliates or Representatives and their counsel, including Milbank LLP, made before the consummation of the Closing in connection with the negotiation, preparation, execution, delivery and Closing under any Transaction Agreement, any Transaction Dispute or, before the Closing, any other matter, shall continue after the Closing to be privileged communications with such counsel and neither Buyer nor any of its former or current Affiliates or Representatives nor any Person purporting to act on behalf of or through Buyer or any of its current or former Affiliates or Representatives, shall seek to obtain the same by any process on the grounds that the privilege attaching to such communications belongs to Buyer, any Transferred Entity or the Business or on any other grounds.

Section 12.22. Counterparts. This Agreement, each Transaction Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. This Agreement and any Transaction Agreement shall become effective when each party hereto or thereto (as applicable) has received a counterpart of such agreement signed by each other party. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Sellers and Buyer have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

SELLERS:

LIFESCAN GLOBAL CORPORATION

By: _____
Name: James Rushing
Title: Chief Financial Officer

LIFESCAN, INC.

By: _____
Name: James Rushing
Title: Chief Financial Officer

LIFESCAN CHINA, LLC

By: _____
Name: James Rushing
Title: Chief Financial Officer

LIFESCAN IP HOLDINGS, LLC

By: _____
Name: James Rushing
Title: Chief Financial Officer

LIFESCAN INSTITUTE, LLC

By: _____
Name: James Rushing
Title: Chief Financial Officer

LFSN BIDCO LLC

By: LFSN HoldCo II LLC, its sole member
By: LFSN HoldCo I LLC, its sole member
By: LFSN MidCo LLC, its sole member
By: LFSN TopCo LLC, its sole member
By: Wilmington Savings Fund Society, FSB, solely
in its capacity as Administrative Agent and
Collateral Agent under the First Lien Credit
Agreement and as Administrative Agent and
Collateral Agent under the Second Lien Credit
Agreement, its sole member

By: _____

Name: Anita Woolery

Title: Vice President

EXHIBIT A

DEFINITIONS

“**Accounts Receivable**” means, (a) the trade accounts receivable, and other rights to payment, of Sellers and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered by Sellers, (b) the other accounts (including non-trade accounts) or notes receivable of Sellers and the full benefit of all security for such accounts or notes, and (c) any claim, cause of action, remedy or other right related to any of the foregoing, in each case, which are solely related to the Business and/or the Transferred Assets.

“**Action**” means any claim, audit, action, suit, arbitration, investigation or proceeding by or before any Government Authority.

“**Affiliate**” means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person; provided, however, that for the purposes of this Agreement (a) from and after the Agreement Date, none of Sellers shall be deemed to be an Affiliate of Buyer (or any of its other Affiliates), (b) from the Agreement Date to the Closing Date, no Transferred Entity shall be deemed to be an Affiliate of Buyer (or any of its other Affiliates), (c) from and after the Closing, Buyer (and each of its other Affiliates) shall be deemed an Affiliate of each of the Transferred Entities (and vice versa), and (d) Wilmington Savings Fund Society, FSB and each of its Affiliates shall not be deemed to be an Affiliate of Buyer, except for purposes of Section 12.17 (*Non-Recourse*).

“**Antitrust Laws**” means any Laws applicable to Buyer, any Seller or any Transferred Entity under any applicable jurisdiction that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

“**Applicable Data Protection Requirements**” means any and all (a) applicable Laws and (b) internal and external policies and procedures, binding industry standards, and restrictions and requirements contained in any Contract to which any Seller or Transferred Entity is bound, in each case, under clauses (a) and (b), relating to data privacy, data protection, cybersecurity and/or the processing of Personal Data.

“**Assets**” means the assets, properties, rights and interests that are owned, leased or licensed by any Seller, any Transferred Entity or any of their respective Subsidiaries.

“**Assigned Intellectual Property**” means any and all Intellectual Property, to the extent owned, or purported to be owned, by any Seller.

“**Assigned Registered IP**” means any and all patents, patent applications, trademark registrations, applications for trademark registration, copyright registrations and Internet domain names, in each case, included in the Assigned Intellectual Property.

“**Assigned Software**” means any and all Software included in the Assigned Intellectual Property.

“Assigned Systems” means any and all Systems, to the extent owned (or purported to be owned) by, or licensed or leased to (or purported to be licensed or leased to), any Seller.

“Bankruptcy and Equity Exception” means the effect on enforceability of (a) any applicable Law relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Law relating to or affecting creditors’ rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

“Bidding Procedures” means the procedures governing the marketing, solicitation, and submission of bids for the sale of assets of the Debtors attached to the Bidding Procedures Order as Exhibit 1.

“Bidding Procedures Order” means that certain *Order (I) Approving (A) Bidding Procedures for the Sale of the Debtors’ Assets, (B) Assumption and Assignment Procedures, and (C) Form and Manner of Sale Notice, Assumption Notice, and Notice of Successful Bidder; (II) Authorizing Designation of Stalking Horse Bidder; (III) Scheduling Certain Dates and Deadlines; and (IV) Granting Related Relief* (Docket No. 50), entered by the Bankruptcy Court on July 16, 2025.

“Business” means the business of Seller and its Subsidiaries (taken as a whole), together with all other business conducted by Sellers and their respective Subsidiaries (taken as a whole), in each case, as of the Agreement Date.

“Business Day” means any day that is not a Saturday, a Sunday or other day on which commercial banks in New York City, New York are required or authorized by Law to be closed.

“Business Intellectual Property” means any and all (a) Owned Business Intellectual Property and (b) Licensed Business Intellectual Property.

“Business Registered IP” means any and all patents, patent applications, trademark registrations, applications for trademark registration, copyright registrations and Internet domain names, in each case, included in the Owned Business Intellectual Property.

“Business Service Provider” means any Service Provider who primarily provides services with respect to the Business.

“Business Software” means any and all Software included in the Owned Business Intellectual Property.

“Business Systems” means any and all (a) Systems, to the extent owned (or purported to be owned) by, or licensed or leased to (or purported to be licensed or leased to), any Transferred Entity and (b) Assigned Systems. **“Buyer Transaction Agreements”** means this Agreement and each other Transaction Agreement to which Buyer is (or is contemplated to be) a party.

“Buyer Transactions” means the transactions contemplated by the Buyer Transaction Agreements.

“Cash” means (a) all cash and cash equivalents, including restricted cash, checks, commercial paper, treasury bills, certificates of deposit, Deposits, securities, securities entitlements, instruments and other investments and (b) all bank accounts and securities accounts.

“Cash Collateral Orders” means, collectively, the Interim Cash Collateral Order and the Final Cash Collateral Order.

“Change” has the meaning set forth in the definition of “Material Adverse Effect”.

“Closing Conditions” means the conditions to the respective obligations of the Parties to consummate the Transactions, in each case, as set forth in Article X.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Collective Bargaining Agreement” means any written or oral agreement, memorandum of understanding or other contractual obligation between Sellers or any Transferred Entity and any labor organization or other authorized employee representative representing Service Providers.

“Consent” means any consent, approval or authorization.

“Contract” means any written or oral contract, agreement, undertaking, indenture, note, bond, debenture, guarantee, obligation, mortgage, lease, sublease, license, sublicense, sales order, purchase or sale order or other instrument, obligation or commitment that purports to be binding on any Person or any part of its property (or subjects any such assets or property to a Lien), including any amendments thereto.

“Control” means, with respect to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise. The terms **“Controlled by,” “Controlled,” “under common Control with”** and **“Controlling”** shall have correlative meanings.

“Credit Agreements” means (i) the First Lien Credit Agreement and (ii) the Second Lien Credit Agreement.

“Cure Costs” means any and all amounts, costs or expenses, including pre-petition monetary Liabilities, that must be paid or actions or obligations that must be performed or satisfied and all other obligations that must be satisfied pursuant to the Bankruptcy Code (including sections 365(b)(1)(A) and (B) of the Bankruptcy Code) (a) to cure all of Sellers’ monetary and other defaults under the Transferred Contracts pursuant to section 365 of the Bankruptcy Code at the time of the assumption thereof and (b) in connection with the assumption by, and the assignment to, Buyer, of the Transferred Contracts to which each Seller is party.

“Data” means all data, databases and compilations, including all technical data, data files, data rules and collections of data, whether machine readable or otherwise.

“Debt” means, without duplication, all monetary obligations of any nature (including principal and accrued interest related thereto), whether current or funded, secured or unsecured, (a) for borrowed money, (b) evidenced by notes, bonds, debentures, mortgages or similar instruments, but excluding letters of credit to the extent not drawn upon, in each case, from third party lending sources, and (c) under any leases required to be recorded as capital leases under GAAP. Notwithstanding the foregoing, “Debt” of any of the Transferred Entities shall not include trade payables incurred in the ordinary course of business.

“Deposits” means all deposits (including customer deposits and security deposits for rent, electricity, telephone or otherwise and adequate assurance deposits posted in accordance with section 366 of the Bankruptcy Code) and prepaid or deferred charges and expenses (including all lease and rental payments).

“Disclosure Schedules” means the disclosure schedules dated as of the Agreement Date delivered by Seller to Buyer, which form a part of this Agreement.

“Effective Time” means 12:01 a.m. (local time) on the Closing Date.

“EMA” means the European Medicines Agency.

“Environmental Law” means any applicable Law promulgated by a Government Authority relating to pollution or protection of the environment.

“Environmental Permit” means any Permit that is issued or required by a Government Authority under any Environmental Law and necessary to the operation of the Business as of the Agreement Date.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means any trade or business, whether or not incorporated, that, together with a Seller, is or would be considered a “single employer” within the meaning of Section 414 of the Code or Section 4001 of ERISA.

“Executory Contract” means any executory Contract (including any unexpired leases) within the meaning of section 365 of the Bankruptcy Code to which any Seller is a party.

“Exhibits” means the exhibits to this Agreement (as may be amended from time to time in accordance herewith) which form a part of this Agreement.

“FDA” means the United States Food and Drug Administration, or any successor agency thereto having the administrative authority to regulate the marketing of human pharmaceutical products or biological therapeutic products, delivery systems and devices in the United States.

“FDA Act” means the U.S. Federal Food, Drug and Cosmetic Act, as amended, and the rules and regulations promulgated thereunder.

“Final Cash Collateral Order” means the final order governing the Company Entities’ use of cash collateral during the Bankruptcy Cases entered at Docket No. 208.

“Final Order” means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court, which has not been reversed, vacated, or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument, or rehearing shall then be pending, or (ii) if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired; *provided, however*, that no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

“First Lien Credit Agreement” means that certain First Lien Credit Agreement dated as of May 19, 2023 among DUV Intermediate Holding II Corporation, LifeScan Global Corporation, each of the subsidiary guarantors party thereto, Bank of America, N.A. as administrative and collateral agent, and the lenders party thereto (as amended, modified, extended, restated, amended and restated, replaced, or supplemented from time to time).

“Free and Clear” means free and clear of all Liens and Liabilities (other than Permitted Liens and Assumed Liabilities) to the maximum extent permitted by applicable Law, including sections 363(f) and/or 1123 of the Bankruptcy Code.

“GAAP” means U.S. generally accepted accounting principles as in effect from time to time.

“Good Clinical Practices” means the FDA’s standards for the design, conduct, performance, monitoring, auditing, recording, analysis, and reporting of clinical trials contained in 21 C.F.R. Parts 50, 54, 56 and 812, and equivalent non-U.S. Laws to which any Seller or its Affiliates is subject.

“Good Laboratory Practices” means the FDA’s standards for the design, conduct, performance, monitoring, auditing, recording, analysis, and reporting of nonclinical laboratory studies that support or are intended to support applications for research or marketing permits for products regulated by FDA, including but not limited to FDA’s regulations in 21 C.F.R. Part 58.

“Government Authority” means any U.S. federal, state or local or any supra-national or non-U.S. government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body or commission, self-regulatory organization or any court, tribunal, or judicial or arbitral body.

“Hazardous Materials” means (a) any substance, material, chemical or waste that is defined or regulated as “hazardous,” “toxic,” “radioactive,” a “pollutant,” a “contaminant,” an “ignitable corrosive,” “reactive” or words of similar meaning and regulatory effect under any applicable Environmental Law; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, greenhouse gases, per- and polyfluoroalkyl substances, and polychlorinated biphenyls.

“Healthcare Laws” means any applicable Laws (a) pertaining to the research, development, design, testing, studying, production, manufacture, processing, procurement, transfer, storing, distribution, approval, labeling, handling, packaging, marketing, promotion, pricing, importation, exportation, third party reimbursement or sale and other commercialization of the Products, (b) governing the development, conduct, monitoring, patient informed consent, auditing, analysis and reporting of clinical trials with respect thereto and (c) all regulations promulgated pursuant to (a) and (b) and analogous or similar applicable Laws governing the testing, approval, manufacturing, marketing, sale and other commercialization of the Products and relationships with payors, patients and healthcare professionals of any U.S. or non-U.S. jurisdiction, including the FDA Act, the EMA, ISO 13485:2016, EU Medical Devices Directive 93/42/EEC, the EU Medical Device Regulation (2017/745), the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), Stark Law (42 U.S.C. § 1320a-7b(f)), the Physician Payments Sunshine Act (42 U.S.C. § 1320a-7h), the civil False Claims Act (31 U.S.C. §§ 3729 et seq.), the criminal False Claims Law (42 U.S.C. § 1320a-7b(a)), the exclusion laws (42 U.S.C. § 1320a-7), the civil monetary penalties law (42 U.S.C. § 1320a-7a), HIPAA and any guidance documents that are issued by the FDA (e.g., Guidance for Industry) or any other Government Authority with jurisdiction over any Seller or any of its Affiliates.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

“Insurance Policies” means, collectively, all policies and programs of or agreements for insurance and interests in insurance pools and programs of Sellers (in each case including self-insurance and insurance from Affiliates).

“Intellectual Property” means any and all intellectual property rights and similar proprietary rights throughout the world, including any and all: (a) patents and patent applications, including reissues, divisionals, continuations, continuations-in-part, provisionals, renewals, extensions and reexaminations, and improvements to the inventions disclosed in each such patent and patent application; (b) copyrights (whether or not registered), works of authorship, moral rights, mask work rights, database rights and design rights, including all applications, registrations, derivative works, restorations, extensions, renewals and reversions of the foregoing; (c) Trademarks; (d) trade secrets and other proprietary or confidential information, technology, designs, procedures, models, discoveries, processes, techniques, methods, ideas, know-how, research and development, tools, specifications, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship, and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings; (e) databases and data collections; (f) Software; (g) improvements to any of the foregoing; (h) rights to apply for, obtain, prosecute, register, maintain and defend any of the foregoing; (i) rights of publicity and rights of privacy; (j) the right to assert, claim or sue and collect

damages for the past, present or future infringement, misappropriation or other violation of any of the foregoing and (k) rights in all of the foregoing provided by treaties, conventions and all other applicable Law.

“Interest Rate” means the rate designated from time to time in Section 6621(a)(2) of the Code, compounded on a daily basis.

“Interim Cash Collateral Order” means the interim order governing the Company Entities’ use of cash collateral during the Bankruptcy Cases entered at Docket No. 48.

“IRS” means the U.S. Internal Revenue Service.

“Knowledge of Sellers” means the actual knowledge without independent verification (and in no event encompass constructive, imputed or similar concepts of knowledge) of Valerie Asbury and James Rushing, none of whom, for the sake of clarity and avoidance of doubt, shall have any personal Liability or obligations regarding such knowledge.

“Law” means any U.S. federal, state, local or non-U.S. statute, law, ordinance, regulation, rule, code, act, treaty, Order, or other requirement or rule of law (including common law) promulgated by a Government Authority.

“Leased Real Property” means any real property that is leased, subleased or licensed to any Seller, in each case, granting such Seller a right of use, possession or occupancy in such real property, and all improvements located on such real property.

“Liabilities” means any and all, direct or indirect, liability, Debt, guarantee, claim, demand, loss, damage, expense, fine, penalty, duty, Tax, responsibility, commitment, cost, deficiency, assessment or obligation (whether known or unknown, direct or indirect, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, asserted or unasserted, ascertained or ascertainable, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, vested or unvested, choate or inchoate, executory, determined, determinable, in contract, tort, strict liability, or otherwise, or otherwise due or to become due) of any kind, character, or description, including all costs and expenses related thereto, regardless of whether or not any of the foregoing is required to be accrued on any financial statements.

“Licensed Business Intellectual Property” means any and all Intellectual Property owned by a third party and licensed or sublicensed (or are purported to be licensed or sublicensed), or for which such third party has granted a covenant not to sue (or purported to have granted a covenant not to sue), to any Seller or any Transferred Entity.

“Lien” means any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, license, claim, lien or charge or other restriction or adverse claim of any kind.

“Marketing Authorization” means any and all approvals, licenses, registrations, clearances, declarations of conformity or authorizations of any Government Authority or Notified Body necessary in order to market a medical device or therapeutic product, as applicable, including all supplements and amendments that may be filed with respect to the foregoing.

“Material Adverse Effect” means any fact, event, change, effect, development, circumstance, or occurrence (each, a **“Change”**) that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the business, operations, properties, assets or condition (whether financial or otherwise) of the Business; provided that none of the following, either alone or in combination, will constitute a Material Adverse Effect: (a) any Change in the U.S. or foreign economies or securities or financial markets in general (including any decline in the price of securities generally or any market or index); (b) any Change that generally affects any industry, or that is the result of general business or economic conditions in any of the geographical areas, in which the Business operates; (c) national or international political or social conditions, including any Change arising in connection with hostilities, acts of war, sabotage or terrorism or military action or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military action, whether commenced before or after the Agreement Date and whether or not pursuant to the declaration of a national emergency or war; (d) the occurrence of any act of God or other calamity or force majeure event (whether or not declared as such), including any strike, labor dispute, civil disturbance, cyberattack, embargo, natural disaster, fire, flood, hurricane, tornado, or other weather event or any global health conditions (including any epidemic, pandemic or other outbreak of illness or any action by any Government Authority related to the foregoing); (e) any actions taken by Buyer or its Affiliates or expressly required to be taken by any Seller or Transferred Entity pursuant to this Agreement or any other Transaction Agreement or actions taken or omitted to be taken by any Seller or Transferred Entity at the written request or written consent of Buyer; (f) any Changes in, arising from or relating to changes in applicable Laws or other binding directives or determinations issued or made by any Government Authority; (g) Changes in, arising from or relating to changes in GAAP (or other relevant binding accounting rules) or the binding interpretation thereof; (h) any Change resulting from the filing or pendency of the Bankruptcy Cases and any reasonably anticipated effects thereof; (i) any Change resulting from the public announcement of the entry into this Agreement, compliance with terms of this Agreement or the consummation of the Transactions, other than Changes in respect of the representations made in Section 4.04 hereof; (j) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Buyer or its Affiliates or advisors) and any other failure to win or maintain customers or business (provided that this clause (j) shall not prevent a determination that any Changes giving rise to such failure to achieve budgets, projects, forecasts or predictions has resulted in a Material Adverse Effect); or (k) any effects or Changes arising from or related to the breach of this Agreement by Buyer; provided further that the exceptions set forth in clauses (a) through (d), (f) and (g) of this definition shall not be regarded as exceptions solely to the extent that any such described Change has a material and disproportionately adverse impact on the Business or Sellers, as compared to other companies similarly situated in the industries in which the Business or Sellers operate.

“Materials” means any materials, components, subcomponents, packaging and labelling materials and components (including printed and non-printed components therefor) used in the manufacture of the Products.

“Notified Body” means an entity licensed, authorized or approved by the applicable government agency, department or other authority to assess and certify the conformity of a medical device with the requirements of Regulation (EU) 2017/745 of the European

Parliament and of the Council of 5 April 2017 on medical devices, amending Directive 2001/83/EC, Regulation (EC) No 178/2002 and Regulation (EC) No 1223/2009 and repealing Council Directives 90/385/EEC and 93/42/EEC concerning medical devices, as amended from time to time, and applicable harmonized standards.

“Open Source Software” means any Software (in source or object code form) that is subject to (a) a license commonly referred to as an “open source” or “free software” license (including any software licensed under the GNU General Public License, GNU Lesser General Public License, BSD License, or Apache Software License, or any other public source code license arrangement or any license defined as an open source license by the Open Source Initiative as set forth on www.opensource.org) or any other public source code license arrangement or any license defined as an open source license by the Open Source Initiative as set forth on www.opensource.org or (b) any other license or other agreement that requires, as a condition of the use, modification or distribution of Software subject to such license or agreement, that such Software or other Software linked with, called by, combined or distributed with such Software be (i) disclosed, distributed, made available, offered, licensed or delivered source code form, (ii) licensed for the purpose of making derivative works, (iii) licensed under terms that allow reverse engineering, reverse assembly, or disassembly of any kind, or (iv) redistributable at no charge.

“Order” means any order, writ, judgment, injunction, temporary restraining order, decree, stipulation, determination or award entered by or with any Government Authority.

“Owned Business Intellectual Property” means any and all (a) Intellectual Property, to the extent owned, or purported to be owned, by any Transferred Entity and (b) Assigned Intellectual Property.

“Permits” means all permits, licenses, authorizations, clearances, closures, decisions, registrations, concessions, grants, franchises, certificates, waivers and filings issued or required by any Government Authority or self-regulatory organizations under applicable Law, in each case, relating to or required for the operation of the Business.

“Permitted Liens” means the following Liens[, solely to the extent expressly permitted by the Sale Order to remain attached to the Transferred Assets or Transferred Equity Interests following the Closing]⁶: (a) Liens for Taxes, assessments or other governmental charges or levies that are not yet due or payable or that are being contested in good faith by appropriate proceedings and in respect of which adequate reserves have been established in accordance with GAAP and set forth in the financial statements; (b) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, materialmen, workmen, repairmen and other Liens imposed or permitted by Law in the ordinary course of business and in respect of which reserves have been established in accordance with GAAP and set forth in the financial statements; (c) Liens incurred in the ordinary course of business in connection with workers’ compensation, unemployment insurance or other types of social security; (d) defects or imperfections of title, exceptions, easements, covenants, rights-of-way, restrictions and other similar charges, defects or encumbrances not materially interfering with the ownership, value or operation of the affected Transferred Assets and which are of a nature that would be reasonably acceptable to a prudent

⁶ **Note to Draft:** To discuss in connection with any comments to the Sale Order.

owner or operator of similar properties; (e) zoning, entitlement, building and other generally applicable land use and environmental restrictions by a Government Authority; (f) Liens not created by any Seller or the Transferred Entity that affect the underlying fee, lessor, licensor or sublessor interest of any Leased Real Property or real property over which any Seller (with respect to the Business) or the Transferred Entities have easement or other property rights; (g) Liens created by or through, Buyer or its Affiliates; (h) rights, terms or conditions of any leases, subleases, licenses, sublicenses or occupancy agreements made available to Buyer, including title of a lessor under a capital or operating lease; (i) solely for the purposes of Article IV and Section 6.01 (and not for the purposes of the definition of “Free and Clear”), Liens securing debt disclosed on the financial statements; (j) in the case of Intellectual Property, non-exclusive licenses of, to or under any Intellectual Property granted in the ordinary course of business; and (k) solely for the purposes of Article IV and Section 6.01 (and not for the purposes of the definition of “Free and Clear”), any other Lien that will be cleared or discharged by the Bankruptcy Court by operation of the Sale Order.

“**Person**” means any natural person, general or limited partnership, corporation, company, trust, limited liability company, limited liability partnership, firm, association, Government Authority, organization or other legal entity.

“**Personal Data**” means (a) any definition of “Personal Data” or any similar term (e.g., “personal information” or “personally identifiable information” or “PII”) provided by applicable Law or (b) any information that identifies, or could be reasonably used to identify, a particular individual or household.

“**Plan**” means the *Amended Joint Chapter 11 Plan of Reorganization of Lifescan Global Corporation and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, as filed at Docket No. [•] with the United States Bankruptcy Court for the Southern District of Texas, Chapter 11 Case No. 25-90259 (ARP), including all exhibits, schedules, supplements and ancillary documents, and as may be amended from time to time with the consent of the Buyer.

“**Pre-Closing Period**” means the period beginning on the Agreement Date and ending on the earlier of the Closing Date and the date this Agreement is terminated in accordance with its terms.

“**Product**” means any product manufactured, sold, distributed or marketed by Sellers or any of their Subsidiaries (including the Transferred Entities), or any of their predecessors, prior to the Closing.

“**Regulatory Authority**” means any Government Authority or Notified Body responsible for granting a Marketing Authorization.

“**Representative**” of a Person means the directors, officers, employees, advisors, agents, consultants, attorneys, accountants, financial advisors or other representatives of such Person.

“**Required Approvals**” means the Government Approvals required under applicable Antitrust Laws (other than HSR Act) to consummate the Transactions.

“Sale Order” means, if Buyer is the Successful Bidder, an Order of the Bankruptcy Court, in form and substance acceptable to Buyer and Sellers, approving this Agreement and the terms and conditions hereof, and approving and authorizing Sellers and Buyer to consummate the Transactions on the terms set forth in this Agreement and Free and Clear and containing a finding that Buyer has acted in “good faith” within the meaning of section 363(m) of the Bankruptcy Code.

“Second Lien Credit Agreement” means that certain Second Lien Credit Agreement dated as of May 19, 2023, among DUV Intermediate Holding II Corporation, LifeScan Global Corporation, each of the subsidiary guarantors party thereto, Wilmington Savings Fund Society, FSB, as administrative and collateral agent, and the lenders party thereto (as amended, modified, extended, restated, amended and restated, replaced, or supplemented from time to time).

“Securities Act” means the Securities Act of 1933.

“Security Breach” means any breach or unauthorized access, acquisition, disclosure, exfiltration, loss, destruction, interruption, or other similar incident of Systems or confidential, proprietary or sensitive information or data, including Personal Data.

“Seller Employee Plans” means all employee benefit plans (within the meaning of Section 3(3) of ERISA, but whether or not subject to ERISA), and each other retirement, welfare benefit, bonus, stock option, stock purchase, restricted stock, equity or equity based, incentive, deferred compensation, employment, retention, consulting, termination or severance plans, programs or agreements, change in control, transaction bonus, profit-sharing, vacation, insurance (including any self-insured arrangement), medical, dental, vision, prescription or fringe benefits, life insurance, relocation or expatriate benefits, perquisites, disability or sick leave benefits, employee assistance program, workers’ compensation, supplemental unemployment benefits or post-employment or retirement benefits (including compensation, pension, health, medical or insurance benefits), in each case whether or not written (x) that is sponsored, maintained, administered, contributed to or entered into by any Seller, any Transferred Entity or any of their Affiliates for the current or future benefit of any current or former Service Provider or (y) for which any Seller or any of the Transferred Entities has, or could reasonably be expected to have, any Liability (contingent or otherwise).

“Seller Group” means any consolidated, combined, unitary or similar Tax group of which any Seller or Transferred Entity was a member before the Closing, including, for the avoidance of doubt, the U.S. federal income tax consolidated group of which DUV Holding Corporation is the parent.

“Seller Transaction Agreements” means this Agreement and each other Transaction Agreement to which any Seller is (or is contemplated to be) a party.

“Seller Transactions” means the transactions contemplated by the Seller Transaction Agreements.

“Service Provider” means any director, officer, employee or individual independent contractor of any Seller or any of the Transferred Entities.

“Software” means any and all (a) computer programs, systems, applications and code, including all software implementation of algorithms, models, methodologies, source code, object code, design and development tools, applets, compilers and assemblers, (b) databases and compilations, including any and all libraries, data and collections of data, whether in machine readable or human readable form or other form, and (c) documentation and work product relating to any of the foregoing.

“Subsidiary” of any specified Person means any other Person of which such first Person owns (either directly or through one or more other Subsidiaries) a majority of the outstanding equity securities or securities carrying a majority of the voting power in the election of the board of directors or other governing body of such Person or for which such Person or any of its Subsidiaries acts as a general partner, managing member or in a similar capacity.

“Successful Bidder” has the meaning set forth in the Bidding Procedures Order.

“Systems” means any and all Software, servers, firmware, middleware, workstations, routers, hubs, switches, data communication lines, network and telecommunications equipment, and other computer hardware and information technology assets and equipment.

“Tax” or **“Taxes”** means all U.S. federal, state, local, and non-U.S. income, excise, gross receipts, ad valorem, value-added (including VAT), sales, use, production, employment, unemployment, severance, franchise, profits, registration, license, lease, service, service use, environmental, recording, documentary, filing, permit or authorization, stamp, business and occupation, gains, property, leasing, transfer, payroll, intangibles or other taxes, together with any interest and any penalties, additions to tax or additional amounts imposed by any Taxing Authority with respect thereto and any liability for any of the foregoing as transferee or successor.

“Tax Returns” means all returns and reports (including elections, declarations, disclaimers, notices, disclosures, schedules, estimates, claims (including claims for refunds) and information returns) supplied or required to be supplied to a Taxing Authority relating to Taxes and including any amendments thereof.

“Taxing Authority” means any U.S. federal, state, local or non-U.S. Government Authority in a jurisdiction (including any subdivision and any revenue agency of a jurisdiction) imposing Taxes and the agencies, if any, charged with the collection of such Taxes for such jurisdiction.

“Trademarks” means any and all trademarks, service marks, trade names, corporate names, trade dress, logos, Internet domain names and social media accounts, and other indications or origin, including all applications, registrations, extensions and renewals of the foregoing, and all goodwill associated with the foregoing.

“Transaction Agreements” means this Agreement, the Bill of Sale, Assignment and Assumption Agreement, the IP Assignment Agreement, and any other agreements, instruments or documents required to be delivered at the Closing or otherwise in connection with the Transactions and the transactions contemplated by such other agreements, in each case, including all exhibits and schedules thereto and all amendments thereto made in accordance with the respective terms thereof.

“Transactions” means the transactions contemplated by this Agreement and the other Transaction Agreements.

“Transfer Taxes” means all sales, use, purchase, excise, gross receipts, ad valorem, direct or indirect real property, transfer, intangible, stamp, business and occupation, value added (including VAT), recording, documentary, filing, permit or authorization, leasing, license, lease, service, service use, severance, franchise, profits, gains, property registration, and similar non-income Taxes, motor vehicle registration, title recording and similar non-income Taxes or filing fees and other amounts payable in respect of transfer filings, together with any interest and any penalties, additions to tax or additional amounts imposed by any Taxing Authority with respect thereto.

“Transferred Books and Records” means all books, records, files and papers, whether in hard copy or computer or digital format or any other form or medium, including sales and promotional literature, manuals and Data, sales and purchase correspondence, customer lists, lists of suppliers, personnel and employment records, in each case, related to the Business, the Transferred Entities and the Transferred Assets.

“Transferred Entity Employee” means any person who is an employee of a Transferred Entity providing services to the Business as of immediately prior to the Closing.

“Treasury Regulations” means the U.S. Treasury regulations promulgated under the Code.

“U.S.” means the United States of America.

“Wind-Down Amount” means Cash in an aggregate amount equal to the amount required to fund expenses in the amounts provided for in the Wind-Down Budget through the end of the period covered by the Wind-Down Budget that remain unpaid as of the Closing, which Cash amount shall be updated based on amendments to the Wind-Down Budget pursuant to the definition of “Wind-Down Budget”.

“Wind-Down Budget” means the budget attached as Exhibit E, as may be amended with the approval of Sellers and Buyer; it being understood that Sellers and Buyer shall consider in good faith such amendments based on changes to the expected actual Closing Date (as compared to the assumed date for Closing as reflected in the Wind-Down Budget).

“Wind-Up Date” means the date upon which all of Sellers’ corporate existences cease to exist.

Term

Agreement
Agreement Date
Assumed Seller Employee Plans
Assumed Liabilities
Assumed Taxes
Auction
Audited 2023 Annual Financial Statements

Section

Preamble
Preamble
2.02(a)(xxii)
2.02(c)
2.02(c)(vi)
8.03
4.06(a)

<u>Term</u>	<u>Section</u>
Available Contract Schedule	2.05(b)
Bankruptcy Cases	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bill of Sale, Assignment and Assumption Agreement	3.02(a)(ii)
Burdensome Condition	6.03(d)
Business Employee	4.14(a)
Business Subsidiaries	Recitals
Buyer	Preamble
Buyer Designee	12.07(b)
Closing	2.04
Closing Date	2.04
Companies	Recitals
Company	Recitals
Continuing Employees	6.07(a)
Contracting Parties	12.17
Credit Bid Amount	3.01
Cure Notice	2.05(b)
D&O Indemnified Parties	7.03(a)
Debtors	Recitals
Designation Deadline	2.05(c)
Existing LS Group	9.02
Excluded Assets	2.02(b)
Excluded Benefits	6.07(c)
Excluded Contracts	2.02(b)(i)
Excluded Liabilities	2.02(d)
Financial Statements	4.06(a)
Government Approvals	6.03(a)
Intended Tax Treatment	9.09(a)
Intercompany Obligations	6.08
IP Assignment Agreement	3.02(a)(iii)
LSC	Preamble
LSGC	Preamble
LSI	Preamble
LSIPH	Preamble
LSIT	Preamble
Material Contract	4.11(a)
Nonparty Affiliates	12.17
Outside Date	11.01(d)
Parties	Preamble
Party	Preamble
Project LS Entity	9.05
Purchase Price Allocation	3.03
Refund	9.05
RSA	Recitals

<u>Term</u>	<u>Section</u>
Seller	Preamble
Seller Advisor	4.10
Seller Related Parties	4.17
Sellers	Preamble
Specified Tax Returns	9.03
Tax Conversions	9.02
Tax Proceeding	9.06
Third Party Consents	6.04
Transaction Dispute	12.12
Transfer Offer	6.07(a)
Transferred Assets	2.02(a)
Transferred Cash	2.02(a)(i)
Transferred Contracts	2.02(a)(ii)
Transferred Entities	Recitals
Transferred Equity Interests	Recitals
Transferred Executory Contract	2.05(c)
Transferred Seller Employees	6.07(a)
TSA(s)	6.10
Unaudited 2024 Annual Financial Statements	4.06(a)
Unaudited 2025 Financial Statements	4.06(a)
Unaudited Financial Statements	4.06(a)
Undisclosed Contract	2.05(b)
WARN Act	4.14(c)

EXHIBIT B
FORM OF BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT
(Attached.)

EXHIBIT C
FORM OF IP ASSIGNMENT AGREEMENT
(Attached.)

EXHIBIT D
BIDDING PROCEDURES ORDER
(Attached.)

EXHIBIT E
WIND-DOWN BUDGET
(Attached.)

Wind Down Budget for 363 Credit Bid

(\$ in millions)

Wind Down Budget for 363 Credit Bid		
Subcategory	Amount	Notes
A Total Administrative & Operational Costs	\$[9.6]	Estimate of operational wind down costs occurring after the Sale Closing Date
B Total Payment of Claims at Wind Down Entities	[61.5]	Payment of 503(b)(9) and priority claims, plus cash reserve for GUC settlement to be funded to GUC Trust
C Escrow Account for Pre-Sale Date Professional Fees ^(1,2)	[60.2]	Accrued and unpaid chapter 11 professional fees as of the Sale Closing Date
Total Estimated Payments	\$[131.4]	
Total Administrative & Operational Costs		
Subcategory	Amount	Notes
Professional Fees (Post-Sale Date)	\$[5.2]	Professional fees incurred in connection with the wind down after the Sale Closing Date
US Trustee Fees	[0.2]	Estimated at \$50k / quarter
Wind-Down Officer / Estate Representative	[1.6]	Represents estimated fee plus estimated D&O policy
Reporting, Regulatory, and Compliance Costs	[1.8]	Various costs associated with audit / tax, state and federal dissolution, regulatory and license considerations
Contingency	[0.9]	Represents a contingency of 10% for extra costs that may arise
A Total Administrative & Operational Costs	\$[9.6]	
Total Payment of Claims at Wind Down Entities		
Payment of Claims		
Subcategory	Amount	Notes
Payment of 503(b)(9) Claims	\$[0.9]	Estimate
Payment of Any Priority Claims ⁽³⁾	[0.2]	Estimate. Cash pool to pay priority portion of claims; remaining claims receive GUC recovery
Contingency for Additional Claims	[0.5]	Contingency reserve for additional claims needed to be paid / increase in claims estimates
Cash Reserve for GUC Claims / Disputed Claims	[60.0]	Cash reserve for GUC settlement to be funded to GUC Trust
B Total Payment of Claims at Wind Down Entities	\$[61.5]	
Escrow Account for Pre-Sale Date Professional Fees		
C Professional Fees (Pre-Sale Date)^(1,2)	\$[60.2]	Accrued and unpaid chapter 11 professional fees as of the Sale Closing Date

(1) Estimated amount per Cash Collateral Budget #4; estimate subject to continued review and update

(2) Pre-closing professional fees are to be paid upon close; in the event any professional fees are subject to bankruptcy court (or other approval), estimates will be gathered and escrowed immediately prior to the transaction effective date – if applicable, post-confirmation fees incurred will be paid via the emergence sources and uses; payments from the professional fee escrow account will then be promptly released following the requisite approval

(3) Not including tax claims that are being assumed as part of the APA

SCHEDULE A**Sellers, Companies, Transferred Equity Interests and Business Subsidiaries**

Seller	Company	Transferred Equity Interests	Business Subsidiaries
LifeScan Global Corporation	LifeScan Holding Limited (UK)	All issued and outstanding capital stock and other equity interests in each such Company	LifeScan Holding II Limited (UK) LifeScan Europe GmbH (Switzerland) LifeScan Österreich GmbH (Austria) LifeScan Healthcare Ireland Limited (Ireland) LifeScan U.K. Limited (UK) LifeScan U.K. Limited Argentina Branch LifeScan Foreign Holdings, LLC LifeScan (Shanghai) Medical Equipment Company Limited (China) LifeScan (Shanghai) Medical Equipment Company Limited Beijing Branch LifeScan Canada ULC (Canada) LifeScan Deutschland GmbH (Germany) LifeScan Italy S.R.L. (Italy) LifeScan Belgium BVBA (Belgium) LifeScan France SAS (France) LifeScan Spain, S.L. (Spain) LifeScan Russia Limited Liability Company (Russia) LifeScan Ukraine LLC (Ukraine) LifeScan (Guangzhou) Medical Equipment Company Limited (China) LifeScan Czech Republic s.r.o. (Czech Republic) LifeScan Mexico, S. de R.L. de C.V. (Mexico) LifeScan Japan KK (Japan)

			LifeScan Portugal, Unipessoal LDA (Portugal) LIFESCAN MEDICAL DEVICES INDIA PRIVATE LIMITED (India) LifeScan Middle East FZ LLC (UAE)
LifeScan, Inc.	LifeScan Scotland Limited (UK)	All issued and outstanding capital stock and other equity interests in each such Company	N/A
LifeScan China, LLC	N/A	N/A	N/A
LifeScan IP Holdings, LLC	N/A	N/A	N/A
LifeScan Institute, LLC	N/A	N/A	N/A