

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

In re:

Edgio, Inc., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11985 (KBO)

(Jointly Administered)

Re: Docket Nos. 957 & 958

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER
CONFIRMING JOINT CHAPTER 11 PLAN OF REORGANIZATION
OF EDGIO, INC. AND ITS AFFILIATED DEBTORS**

Upon the filing by Edgio, Inc. and its debtor affiliates in the Chapter 11 Cases, as debtors and debtors in possession (collectively, the “**Debtors**”), of the *Joint Chapter 11 Plan of Reorganization of Edgio, Inc. and Its Affiliated Debtors* [Docket No. 958] (together with all exhibits, and as may be amended, modified or supplemented, the “**Plan**”),² which is attached hereto as **Exhibit A**; and the Court previously having approved the Disclosure Statement and the solicitation procedures related to the Disclosure Statement and the solicitation of acceptances and rejections of the Plan, in each case, pursuant to the Disclosure Statement Order; and, as evidenced by the *Proof of Publication* [Docket No. 980] (the “**Proof of Publication**”) with respect to the version of the notice of the Confirmation Hearing [Docket No. 960] (the “**Confirmation Hearing Notice**”) published in *The New York Times* and *Affidavit of Service* [Docket No. 1008] (the

¹ The Debtors operate under the trade name Edgio and have previously used the trade names Limelight, Edgecast and Layer0. The Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are: Edgio, Inc. (7033); Edgecast Inc. (6704); Edgio International, Inc. (3022); Limelight AcquisitionCo, Inc. (6138); Limelight Midco, Inc. (1120); Limelight Networks VPS, Inc. (3438); and Mojo Merger Sub, LLC (7033). The Debtors’ service address for purposes of these Chapter 11 Cases is: 11811 N. Tatum Blvd., Ste. 3031, Phoenix, AZ 85028. Additional information about the Chapter 11 Cases is available at <https://omniagentsolutions.com/Edgio>.

² Capitalized terms used in this Confirmation Order but not otherwise defined shall have the same meaning as in the Plan.

“*Affidavit of Service*”), the Debtors having served the Plan, the Disclosure Statement and the other documents required by the Disclosure Statement Order on the holders of Claims and Interests and other parties in interest pursuant to the Disclosure Statement Order; and the Debtors having filed the documents comprising the Plan Supplement, including the Assumption Schedule and the IP Rejection Schedule [Docket Nos. 1029, 1030, 1031 & 1047] (as may be further amended, modified, or supplemented in accordance with the terms of the Plan, the “***Plan Supplement***”); and the Court having considered the *Declaration of Stephen Cumming in Support of Confirmation of the Joint Chapter 11 Plan of Reorganization of Edgio, Inc. and Its Affiliated Debtors* [Docket No. 1051] (the “***Cumming Declaration***”), the *Declaration of Jesse York in Support of Confirmation of the Joint Chapter 11 Plan of Reorganization of Edgio, Inc. and Its Affiliated Debtors* [Docket No. 1049] (the “***York Declaration***”), and the *Declaration of Jeriad R. Paul Regarding the Solicitation and Tabulation of Votes on the Joint Chapter 11 Plan of Reorganization of Edgio, Inc. and Its Affiliated Debtors* [Docket No. 1050] (the “***Voting Report***,” and together with the Cumming Declaration and the York Declaration, collectively the “***Confirmation Documents***”); and the Court having considered the record in the Chapter 11 Cases, the stakeholder support for the Plan established by the Voting Report, the compromises and settlements embodied in and contemplated by the Plan (including the Global Settlement), and the evidence presented at the Confirmation Hearing in support of confirmation of the Plan; the Confirmation Hearing having occurred on June 13, 2025; and after due deliberation:

THE COURT HEREBY FINDS:

A. The findings and conclusions set forth herein and on the record of the Confirmation Hearing constitute the Court’s findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law,

they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated as of February 29, 2012. Venue of these proceedings and the 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. The Debtors have met the burden of proving that the Plan satisfies the elements of section 1129(a) of the Bankruptcy Code (and, as applicable, section 1129(b) of the Bankruptcy Code) by a preponderance of the evidence.

D. The Plan was solicited in good faith and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order.

E. The Disclosure Statement, the Plan, the Confirmation Notice, the Proof of Publication, the forms of ballots (the “*Ballots*”) for accepting or rejecting the Plan, and the letter from the Committee expressing its support for confirmation of the Plan (the “*Committee Letter of Support*”), and notices of non-voting status (the “*Notices of Non-Voting Status*”), provided holders of Claims and Interests and other parties in interest with sufficient notice of the injunction, exculpation, and release provisions contained in Article X of the Plan in satisfaction of the requirements of Bankruptcy Rule 3016(c) .

F. In compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the Disclosure Statement Order, and as evidenced by the Proof of Publication and Affidavit of Service, Omni Agent Solutions, Inc. (“*Omni*”) (a) effectuated service of the

appropriate solicitation packages, including the Disclosure Statement, Plan, an appropriate Ballot, the Confirmation Hearing Notice, the Disclosure Statement Order and the Committee Letter of Support, to holders of Claims in Class 3 (Lynrock Claims) and Class 4 (General Unsecured Claims), (b) effectuated service of the Notices of Non-Voting Status consistent with paragraph 28 of the Disclosure Statement Order on holders of Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), and Class 6 (Subordinated Claims) as well as all known registered holders of Class 7 (Edgio Interests), (c) effectuated service of the Confirmation Hearing Notice consistent with paragraph 12 of the Disclosure Statement Order, and (d) caused the Proof of Publication to be published in *The New York Times* consistent with paragraph 13 of the Disclosure Statement Order.

G. Votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order. As evidenced by the Voting Report, the holders of Claims in Class 3 (Lynrock Claims) and Class 4 (General Unsecured Claims) have voted to accept the Plan in the numbers and amounts required by section 1126(c) of the Bankruptcy Code. No other Class is entitled to vote on the Plan, as each such Class is either Unimpaired under the Plan (and therefore conclusively presumed to accept the Plan) or Impaired and to receive no recovery under the Plan (and therefore deemed to have rejected the Plan) .

H. The releases, injunctions, and exculpations set forth in Article X of the Plan and set forth in paragraph 8 below, are appropriate under applicable law.

- (a) Debtor Releases. As set forth in the Confirmation Documents, the releases being provided by the Debtors in favor of the Released Parties pursuant to Section 10.6(a) of the Plan (the “**Debtor Releases**”) are (i) fair, equitable and reasonable, (ii) integral elements of the Plan and resolution of the Chapter 11 Cases, without which the Debtors’ ability to confirm the Plan would be seriously impaired, (iii) narrowly tailored under the facts and circumstances of the Chapter 11 Cases and (iv) in the

best interests of the Debtors, the Estates and creditors. Accordingly, the Debtor 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).

- (b) Third Party Releases. As set forth in the Confirmation Documents, the releases being provided by the Releasing Parties in favor of the Released Parties pursuant to Section 10.6(b) of the Plan (the "**Third Party Releases**") are appropriate in that such releases are consensual.
- (c) Exculpation. As set forth in the Confirmation Documents, the exculpations in favor of the Exculpated Parties in Section 10.7 of the Plan (the "**Exculpation Provision**") are appropriate in that the Exculpated Parties are estate fiduciaries and no Exculpated Party is being exculpated for acts or omissions that constitute willful misconduct or gross negligence. Accordingly, the Exculpation Provision complies with the standard articulated in *In re PWS Holding Corp.*, 228 F.3d 224 (3d Cir. 2000).
- (d) Injunction. As set forth in the Confirmation Documents, the injunction set forth in Section 10.5 of the Plan (the "**Injunction Provision**") is appropriate in that such injunction is necessary to implement, preserve and enforce the releases and exculpations set forth in Article X of the Plan, and is narrowly tailored to achieve such purpose.

I. Entry into the Global Settlement incorporated into the Plan represents a sound exercise of the Debtors' business judgment, is a good faith settlement and compromise, is in the best interests of the Debtors, their Estates, the Debtors' creditors, and other parties in interest, and is fair, equitable, and within the range of reasonableness. Absent the Global Settlement, the Debtors would become mired in protracted and costly intercreditor litigation, and would face substantial delays and uncertainty in making any distributions to creditors. The Global Settlement resolves complex disputes among key creditor constituencies and provides a framework for an efficient and value-maximizing resolution of these Chapter 11 Cases embodied in the Plan.

J. The Debtors' Estates will be consolidated for administrative purposes related to the Plan, including for purposes of (1) implementing the Plan, (2) voting, and (3) calculating and making distributions under the Plan. Section 105(a) of the Bankruptcy Code empowers the Court to substantively consolidate multiple debtors, including the limited

substantive consolidation of the Debtors' Estates into a single Estate for certain limited purposes relating to the Plan, including voting, Confirmation, and Distribution. Substantive consolidation of the Debtors is an important element of the successful implementation of the Plan and the Debtors have demonstrated a sufficient basis for the substantive consolidation.

K. Holders of Claims and Interests in Class 5 (Intercompany Claims), Class 6 (Subordinated Claims), Class 7 (Edgio Interests) and Class 8 (Intercompany Interests) will not receive a distribution on account of their existing Claims or Interest. Notwithstanding that (i) Class 6 (Subordinated Claims) and Class 7 (Edgio Interests) are deemed to reject the Plan and (ii) Class 5 (Intercompany Claims) and Class 8 (Intercompany Interests) may be deemed to reject the Plan, the Plan may be confirmed pursuant to section 1129(b) of the Bankruptcy Code. The evidence in support of the Plan that was proffered, admitted, or adduced at or prior to the Confirmation Hearing is reasonable, persuasive, and credible, has not been controverted by other evidence, and establishes that the Plan does not discriminate unfairly against, and is fair and equitable with respect to Classes 5 through 8 as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code. Accordingly, the Plan may be confirmed notwithstanding the deemed rejection of the Plan by Classes 5 through 8.

L. All documents necessary to implement the Plan, including the exhibits thereto, the documents contained in the Plan Supplement, and all other documents contemplated or required to be entered into and executed to effectuate the Restructuring Transactions in accordance with the Plan, are essential elements of the Plan, and entry into each such document is a reasonable exercise of the Debtors' business judgment and in the best interests of the Debtors, the Estates, the Debtors' creditors and other parties in interest.

FURTHER, IT IS HEREBY ORDERED THAT:

A. Confirmation of the Plan

1. The Plan is confirmed and approved in all respects.
2. Any and all objections or reservations of rights to the Plan that have not been withdrawn or resolved prior to the Confirmation Hearing are hereby overruled.
3. The Global Settlement satisfies the requirements of Bankruptcy Rule 9019 and is approved.
4. The terms of the Plan (including without limitation the Global Settlement), the Plan Supplement, all exhibits thereto and all other relevant and necessary documents executed or to be executed in connection with the transactions contemplated by the Plan shall be effective and binding as of the Effective Date. As provided for in the Plan, the Debtors may, subject to Lynrock's consent, amend and supplement the Plan Supplement and any schedules exhibits, or amendments thereto through Effective Date in accordance with the terms of the Plan; *provided*, that modification of the Liquidating Trust Agreement shall also require the Committee's consent. The failure to specifically include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, or any related document in this Confirmation Order does not diminish or impair the effectiveness or enforceability of such article, section, provision, or document.
5. To the greatest extent permitted under the Bankruptcy Code and the Bankruptcy Rules, and in consideration for classifications, 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, Causes of Action, and other controversies released, settled, compromised, satisfied, or otherwise resolved pursuant to the Plan and such compromise and settlement is fair, equitable, reasonable, and in the best interests of the Debtors, their Estates, and Holders of Claims and Interests.

6. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any state or any other governmental authority with respect to the implementation or consummation of the Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan. In accordance with section 1142(b) of the Bankruptcy Code, upon the entry of this Confirmation Order, the Debtors, the Reorganized Debtors, Lynrock, the Liquidating Trust, the Liquidating Trustee, and the Disbursing Agents, as applicable, each acting by and through their respective officers and agents, are authorized to take any and all actions necessary or appropriate to implement the Plan, including, without limitation, (i) consummating the Global Settlement, (ii) forming the Liquidating Trust and entering into the Liquidating Trust Agreement (substantially in the form included in the Plan Supplement), (iii) executing the New Governance Documents, (iv) executing and delivering the New Term Loan Credit Documents and entering into the New Term Loan Credit Agreement, (v) issuing the New Equity Interests, and (vi) executing any such other agreements and documentation reasonably desired or necessary to consummate and document the transactions contemplated by the Plan (including any amendments, modifications, and supplements thereto), as applicable and in each case without any further order of the Court. The Liquidating Trust shall be deemed for all purposes to have been created in connection with the Plan and this Confirmation Order.

7. Subject to payment of any applicable filing fees under applicable non-bankruptcy law, each federal, state, commonwealth, local, foreign or other governmental agency is authorized to accept for filing and/or recording any and all documents, mortgages and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan and this Confirmation Order.

8. The amendments and modifications to the *Joint Chapter 11 Plan of Reorganization of Edgio, Inc. and Its Affiliated Debtors* [Docket No. 958] since the filing thereof, including as reflected herein, and incorporated into and reflected in the Plan are approved in accordance with section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019(a).

9. For the avoidance of doubt, pursuant to Bankruptcy Rule 3020(c)(1), the following provisions in the Plan are hereby approved and shall be effective immediately on the Effective Date without further order or action by the Court, any of the parties to such release (except for the execution of a Cooperation Agreement solely with respect to any Cooperating D&O),³ or any other Entity: (a) the Debtor Releases (Section 10.6(a)); (b) the Third Party Releases (Section 10.6(b)); (c) the Exculpation Provision (Section 10.7); and (d) the Injunction Provision (Section 10.5), as follows:

- Debtor Releases (Section 10.6(a)):

As of the Effective Date, except for the right to enforce the Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, the Released Parties shall be deemed released and discharged by the Debtors, the Reorganized Debtors, and the Estates, and any Person seeking to exercise the rights of the Estates, and any successors to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, or the Estates, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, the Reorganized Debtors, or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from,

³ Notwithstanding the foregoing, in accordance with and subject to the terms of Section 5.8(j) of the Plan, each officer or director of the Debtors who receives a request from the Debtors (including by email from counsel to the Debtors), acting at the direction of Lynrock and the Committee, to be a Cooperating D&O shall be considered a Related Party of the Debtors and, accordingly, a Released Party under Section I.A.169 of the Plan, only upon his or her execution of, and during his or her compliance with, a Cooperation Agreement.

in whole or in part, the Debtors, the Estates, the conduct of the Debtors' businesses, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the DIP Facility, the DIP Documents, the Definitive Documents, the Global Settlement, the Sale Process, the Prepetition Secured Obligations, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, or any related agreements, instruments, or other documents, and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to the Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, nothing in this Section 10.6(a) of the Plan shall be construed to release (i) the Released Parties from any claim or cause of action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, (ii) any Liquidating Trust Causes of Action, (iii) any Retained Causes of Action, (iv) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order or any post-Effective Date transaction contemplated by the Plan and the Restructuring Transactions, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Restructuring Transactions, or (v) the rights of any Holder of Allowed Claims to receive distributions under the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval pursuant to Bankruptcy Rule 9019, of the releases set forth in this Section 10.6(a) of the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the releases contained in this Section 10.6(a) of the Plan are: (i) in exchange for good and valuable consideration provided by the Released Parties, including, the Released Parties' contribution to facilitating the Restructuring Transactions and implementing the Plan; (ii) a good faith settlement and compromise of the Claims, Interests, Causes of Action and liabilities released by the releases set forth in this Section 10.6(a) of the Plan; (iii) in the best interests of the Debtors Estates and all Holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after due notice and opportunity for a hearing; and (vi) a bar to any of the Debtors, the Reorganized Debtors or the Debtors' Estates asserting any Claims or Cause of Action released pursuant to this Section 10.6(a) of the Plan.

- Third Party Releases (Section 10.6(b)):

As of the Effective Date, except for the right to enforce the Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, for good and valuable consideration, except as specifically set forth elsewhere in the Plan, the Releasing Parties, in each case, on behalf of itself and its respective successors, assigns and representatives and any and all other persons that may purport to assert any Claim or Cause of Action derivatively, by or through the foregoing persons, in each case, solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy Law, conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever (including contract claims, claims under ERISA and all other statutory claims, claims for contributions, withdrawal liability, reallocation liability, redetermination liability, interest on any amounts, liquidated damages, claims for attorneys' fees or any costs or expenses whatsoever), including any derivative claims, asserted or assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign or domestic Law, rule, statute regulation, treaty, right, duty, requirement or otherwise, that such parties or their estates, affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents and any other persons claiming under or through them would have been legally entitled to assert in its own right (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the Restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the DIP Facility, the DIP Documents, the Definitive Documents, the Sale Process, the Global Settlement, the Prepetition Secured Obligations, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party (other than assumed contracts or leases), the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation or consummation of the Plan (including the Plan Supplement), or any related agreements, instruments or other documents, or the solicitation of votes with respect to the Plan, in all cases based upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, nothing in this Section 10.6(a) of the Plan shall be construed to release (i) the Released Parties from any claim or cause of action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, (ii) any Liquidating Trust Causes of Action, (iii) any Retained Causes of Action, (iv) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order or any post-Effective Date transaction contemplated by the Plan and the Restructuring Transactions, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Restructuring Transactions, or (v) the rights of any Holder of Allowed Claims to receive distributions under the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval pursuant to Bankruptcy Rule 9019, of the releases set forth in this Section 10.6(b) of the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the releases contained in this Section 10.6(b) of the Plan are: (i) consensual; (ii) in exchange for good and valuable consideration provided by the Released Parties, including, the Released Parties' contribution to facilitating the Restructuring Transactions and implementing the Plan; (iii) a good faith settlement and compromise of the Claims, Interests, Causes of Action and liabilities released by the releases set forth in this Section 10.6(b) of the Plan; (iv) in the best interests of the Debtors Estates and all Holders of Claims and Interests; (v) fair, equitable, and reasonable; (vi) given and made after due notice and opportunity for a hearing; and (vii) a bar to any of the Releasing Parties from asserting any Claims or Cause of Action released pursuant to this Section 10.6(b) of the Plan.

- Exculpation Provision (Section 10.7):

Notwithstanding anything herein to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for any act or omission taken on or after the Petition Date and prior to or on the Effective Date relating to, in any way, or arising out of, the Chapter 11 Cases; the negotiation, formulation, preparation, dissemination, implementation, administration, confirmation, consummation, and pursuit of the Disclosure Statement, the Restructuring Transactions, the Plan, the Global Settlement, or the solicitation of votes for, or confirmation of, the Plan; the funding or consummation of the Plan (including the Plan Supplement), the Definitive Documents, or any related agreements, instruments, or other documents; the solicitation of votes on the Plan; the offer, issuance, and distribution of any Securities issued or to be issued pursuant to the Plan, whether or not such distribution occurs following the Effective Date; the occurrence of the Effective Date, the Sale Process; the assumption, rejection or

termination of any executory contract, unexpired lease, Benefit Plans, insurance policy, surety bond or other agreement during the Chapter 11 Cases or under the Plan; negotiations regarding or concerning any of the foregoing; or the administration of the Plan or property to be distributed under the Plan; except, in each case, for actions determined by Final Order to constitute gross negligence, willful misconduct, or actual fraud. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability.

- Injunction Provision (Section 10.5):

Upon entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan in relation to any Claim or Interest extinguished, discharged, released or treated pursuant to the Plan.

Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all Entities that have held, hold or may hold Claims, Interests, Causes of Action or liabilities that (i) are subject to compromise and settlement pursuant to the terms of the Plan, (ii) have been released pursuant to Section 10.6(b) of the Plan, (iii) are subject to exculpation pursuant to Section 10.7 of the Plan or (iv) are otherwise released, subject to exculpation, discharged, satisfied, stayed or terminated pursuant to the terms of the Plan are permanently enjoined and precluded from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties or the Exculpated Parties in connection with or with respect to any such Claims, Interests, Causes of Action or liabilities: (A) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Released Parties or the property of any of the Released Parties, (B) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Released Parties or the property of any of the Released Parties, (C) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Released Parties or the property of any of the Released Parties, (D) asserting any right of setoff, directly or indirectly, against any obligation due the Released Parties or the property of any of the Released Parties, except (x) as contemplated or allowed by the Plan or (y) to the extent asserted in a timely filed proof of Claim, including any request for an Administrative Expense Claim, or timely filed objection to the confirmation of the Plan, and (E) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

The injunctions in this Section 10.5 of the Plan shall extend to any successors of each Released Party (including, as to the Debtors, both the Reorganized Debtors, and the Liquidating Trust) and their respective property and interests in property.

10. The Reorganized Debtors shall file a notice of the occurrence of the Effective Date, substantially in the form attached hereto as **Exhibit B**, upon all parties listed in the creditor matrix maintained by Omni as soon as practicable, but no later than three Business Days following the Effective Date.

B. Vesting of Assets

11. On the Effective Date the Debtors shall (i) automatically be deemed to have irrevocably transferred and assigned to the Liquidating Trust all of their right, title, and interest in and to the Liquidating Trust Assets, and, in accordance with section 1141 of the Bankruptcy Code, all such Liquidating Trust Assets shall automatically vest in the Liquidating Trust free and clear of all Liens, charges, Claims, encumbrances and interests, for the benefit of the Liquidating Trust Beneficiaries in accordance with the Sharing Agreement and the terms of the Liquidating Trust Agreement, (ii) execute the Liquidating Trust Agreement and take all steps necessary to establish the Liquidating Trust; and (iii) transfer the Initial Liquidating Trust Funding, the GUC Recovery Pool Initial Funding Amount, and 10% of the Remaining Sale Proceeds received by the Debtors as of the Effective Date to an account designated by the Liquidating Trust or established by the Liquidating Trust. Upon the Effective Date, the Liquidating Trust, acting by and through the Liquidating Trustee, shall be the exclusive administrator of the Liquidating Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of each Estate appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, solely for the purposes of carrying out the duties specified in the Plan and the Liquidating Trust Agreement.

12. In accordance with section 1123(b) of the Bankruptcy Code, the Liquidating Trust shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Liquidating Trust Causes of Action, whether arising before or after the Petition Date, and the Liquidating Trust's right to commence, prosecute or settle such Liquidating Trust Causes of Action, subject to the terms of the Plan and the Liquidating Trust Agreement, shall be preserved notwithstanding the occurrence of the Effective Date. No Entity (other than the Released Parties) may rely on the absence of a specific reference in the Plan, the Plan Supplement or the Disclosure Statement to any Liquidating Trust Causes of Action against it as any indication that the Liquidating Trust will not pursue any and all available Liquidating Trust Causes of Action against it.

13. In pursuing any claim, right or Liquidating Trust Causes of Action, the Liquidating Trust shall be entitled to the tolling provisions provided under section 108 of the Bankruptcy Code and shall succeed to the Debtors' rights with respect to the time periods in which a Cause of Action might be brought under the Bankruptcy Code.

14. On the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the Debtors' Estates (other than the Liquidating Trust Assets) shall vest in the applicable Reorganized Debtors free and clear of all Claims, Liens, encumbrances, charges, and other interests, in each case, except as otherwise provided in the Plan, the Plan Supplement, any agreement, instrument or other document incorporated into the Plan, or this Confirmation Order.

C. Liquidating Trust Agreement; Liquidating Trustee

15. Entry into the Liquidating Trust Agreement is approved. Further, the appointment of META Advisors LLC, as Liquidating Trustee, is approved. META Advisors LLC is hereby (a) authorized to execute and perform under the Liquidating Trust Agreement, to appear

and be heard before the Court on all matters relating to the Chapter 11 Cases (as a representative of the Liquidating Trust) and/or section 1123(b) of the Bankruptcy Code, as applicable, and to present to creditors, other courts of competent jurisdiction, and any other party the Liquidating Trust Agreement, the Plan and this Confirmation Order as evidence of its authority; and (b) vested with all of the powers and authority set forth in the Plan and the Liquidating Trust Agreement, as applicable.

D. Cancellation of Edgio Interests; Issuance of New Equity Interests

16. On the Effective Date, all existing Edgio Interests shall be cancelled and the New Equity Interests shall be issued pursuant to the terms of the Plan and the New Governance Documents.

E. Restructuring Transactions

17. The Restructuring Transactions are approved. The Debtors are hereby authorized to enter into and perform under all documents contemplated or required to be entered into and executed to effectuate the Restructuring Transactions in accordance with the Plan, including, without limitation:

(a) *Entry into New Term Loan Credit Documents*

18. On the Effective Date, the New Term Loan Credit Documents shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms, and all of the Liens and security interests to be granted in accordance with the New Term Loan Credit 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 Term Loan Credit Documents, (c) shall be deemed automatically perfected on the Effective Date and shall be first-priority Liens subject only to such Liens and security interests as may be expressly permitted under the New Term Loan

Credit Documents to have priority over the Liens and security interests securing the obligations under the New Term Loan Facility 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, and the Reorganized Debtors 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 (if any) 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 this Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of this Confirmation Order and any such filings, recordings, approvals and consents shall not be required).

(b) *Issuance of New Equity Interests*

19. The Reorganized Debtors are authorized and empowered, without further approval of this Court or any other party, to take such actions and to perform such acts as may be necessary, desirable, or appropriate to implement the issuance of the New Equity Interests in accordance with the Plan and the Plan Supplement, to make all filings and recordings, and to obtain any and to execute and deliver all agreements, documents, securities, instruments, and certificates relating thereto.

20. To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer from a Debtor to a Reorganized Debtor or to any Entity pursuant to, in contemplation of, or in connection with the Plan, may not be taxed under any law imposing a stamp or similar tax.

F. New Governance Documents

21. On the Effective Date, or as soon thereafter as is reasonably practicable, the Reorganized Debtors' respective certificates of incorporation and bylaws (and other analogous formation and constituent documents) shall be amended, amended and restated or replaced as may be required to be consistent with the provisions of the Plan and the New Term Loan Credit Documents, as applicable, and the Bankruptcy Code. The New Governance Documents shall, among other things: (a) authorize the issuance of the New Equity Interests; (b) authorize the execution, entry into and delivery of the New Term Loan Credit Documents and (c) pursuant to and only to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities. Each Reorganized Debtor may amend and restate its certificate of incorporation or other formation and constituent documents as permitted by the Laws of its respective jurisdiction of formation and the terms of the New Governance Documents and the Plan.

G. Directors and Officers of the Reorganized Debtors

22. The designation of the members of the New Board as set forth in the Plan Supplement is approved and shall be effective as of the Effective Date without further action by any party. As of the Effective Date, the terms of the current members of the Debtors' boards of directors or other governing bodies, in each case as of immediately before the Effective Date, shall expire, such current members of the Debtors' boards of directors shall be deemed to have resigned. Except to the extent that a member of the board of directors or board of managers, or the sole manager, as applicable, of a Debtor is designated in the Plan Supplement to serve as a director, manager or sole manager of such Reorganized Debtor on the Effective Date, the members of the board of directors or board of managers, or the sole manager, as applicable, of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the

Reorganized Debtors on or after the Effective Date, and each such director, manager, or sole manager shall be deemed to have resigned or shall otherwise cease to be a director, manager or sole manager of the applicable Debtor on the Effective Date, in each case, subject to the obligations set forth in any applicable Cooperation Agreement executed by such director, manager, or sole manager. Each of the directors, managers, sole managers, and officers of each of the Reorganized Debtors shall serve pursuant to the terms of the organizational documents of such Reorganized Debtors and may be designated, replaced, or removed in accordance with such applicable organizational documents.

H. Governmental Approvals

23. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or any other governmental authority with respect to the implementation or consummation of the Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan. In accordance with section 1142(b) of the Bankruptcy Code, to the extent not previously authorized, the Debtors and the Reorganized Debtors, as applicable, and the appropriate officers, representatives, and members of the boards of directors thereof shall be authorized to, and may, issue, execute, deliver, file, or record such documents, contracts, instruments, releases, and other agreements, and take such other actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, including the transactions contemplated thereby, and all such other actions delineated in Article V of the Plan or otherwise contemplated by the Plan, including the conversion, merger, or dissolution of any Debtor, without the need for any further approvals, authorization, or consents, in each case, subject to the terms of the Plan and this Confirmation Order.

24. Each federal, state, commonwealth, local, foreign, or other governmental agency is authorized to accept for filing and/or recording any and all documents, mortgages and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan and this Confirmation Order. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any state, commonwealth, or any other governmental authority with respect to the implementation or consummation of the Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan.

I. Final Administrative Expense Bar Date

25. Except as otherwise provided in the DIP Order, the General Bar Date Order, the Initial Administrative Expense Claim Bar Date Order, or the Plan, requests for payment of Administrative Expense Claims arising in the time between January 15, 2025 and the Effective Date that are not Professional Fee Claims must be filed with the Court and served on the Reorganized Debtors by no later than the first Business Day that is thirty days after the Effective Date. Such request for payment of Administrative Expense Claim must include at a minimum: (i) the name of the holder of the Administrative Expense Claim; (ii) the asserted amount of the Administrative Expense Claim; (iii) the basis of the Administrative Expense Claim; and (iv) supporting documentation for the Administrative Expense Claim. FAILURE TO TIMELY AND PROPERLY FILE AND SERVE SUCH REQUEST FOR PAYMENT OF AN ADMINISTRATIVE EXPENSE CLAIM ARISING IN THE TIME PERIOD BETWEEN JANUARY 15, 2025 AND THE EFFECTIVE DATE SHALL RESULT IN SUCH CLAIM BEING FOREVER BARRED AND DISALLOWED. IF FOR ANY REASON ANY SUCH ADMINISTRATIVE EXPENSE CLAIM IS INCAPABLE OF BEING FOREVER BARRED AND DISALLOWED, THEN THE HOLDER OF SUCH CLAIM NEVERTHELESS SHALL

NOT HAVE RECOURSE TO ANY PROPERTY TO BE DISTRIBUTED PURSUANT TO THE PLAN AND SHALL BE SUBJECT TO THE INJUNCTION PROVISION.

J. Executory Contracts and Unexpired Leases; IP Agreements

26. The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article VIII of the Plan are hereby approved in their entirety.

27. As of and subject to the occurrence of the Effective Date, all Executory Contracts and Unexpired Leases (other than any IP Agreements) to which any of the Debtors are parties shall be rejected, except for any Executory Contract or Unexpired Lease that (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court, (ii) previously expired or was terminated pursuant to its own terms or by agreement of the parties thereto, (iii) is the subject of a separate motion to assume (or assume and assign) filed by the Debtors on or before the Confirmation Date, (iv) is specifically designated as a contract or lease to be included on the Assumption Schedule, or (v) is a contract, instrument, release or other agreement or document entered into in connection with the Plan. For the avoidance of doubt, no Executory Contract or Unexpired Lease shall be assumed merely by virtue of its inclusion on the notices of potential assumption filed at Docket Nos. 161, 280, 351, 377, 387, 413, and 478.

28. All IP Agreements shall be deemed and treated as Executory Contracts pursuant to the Plan and shall be assumed, or assumed and assigned, by the applicable Debtor(s) and shall continue in full force and effect unless any such IP Agreement is included on the IP Rejection Schedule. Unless otherwise noted in this Confirmation Order or the Plan, all IP Agreements assumed by the Reorganized Debtors shall vest in the applicable Reorganized Debtors and the Reorganized Debtors may take all actions as may be necessary or appropriate to ensure such vesting as contemplated herein. For the avoidance of doubt, no post-petition contracts shall be rejected pursuant to this Confirmation Order or the Plan.

29. The omission of any IP Agreement from the Assumption Schedule shall not constitute, nor be deemed to constitute, a rejection of such IP Agreement. For the avoidance of doubt, and subject to Section 8.7 of the Plan, no IP Agreement shall be deemed rejected pursuant to the Plan unless such IP Agreement is expressly listed on the IP Rejection Schedule included in the Plan Supplement, as may be amended in accordance with the Plan. The Cure Amount for any IP Agreement that is omitted from both the Assumption Schedule and the IP Rejection Schedule shall be \$0.00 unless otherwise determined in accordance with the procedures set in Article 8.2 of the Plan.

30. Notwithstanding anything to the contrary herein or in the Plan, the Debtors (with the consent of Lynrock) or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Assumption Schedule and/or the IP Rejection Schedule at any time through and including the Effective Date.

31. Unless otherwise provided in the Plan or by a Final Order of the Bankruptcy Court, all proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant the Plan or the Confirmation Order, if any, must be filed with the Claims Agent and served on the Reorganized Debtors and the Liquidating Trust no later than thirty days after the Effective Date.

K. Resolution with Endurance Assurance Corporation

32. Notwithstanding any provisions of the Plan or this Confirmation Order, (i) any and all rights of Endurance Assurance Corporation (“***Surety***”) to assert contractual and common law rights of suretyship in connection with claims asserted by the Surety against the Debtors and their Estates relating to the Surety Bond or Surety Bond Agreements (the “***Surety Claims***”), including but not limited to, any common law rights of indemnity, setoff, subrogation, equitable subrogation, contribution, exoneration and reimbursement are fully preserved; (ii) any

and all rights, objections and defenses of the Reorganized Debtors and/or Liquidating Trust, as applicable, with respect to any such Surety Claims are fully preserved; and (iii) the rejection of the Surety Bond and/or any of the Surety Bond Agreements pursuant to the Plan does not impact, impair, alter, modify, discharge or release any defenses that the Surety may have in relation to the Surety Bond and any defenses the Surety may have for any claim(s) made on the Surety Bond by the obligee or any other entity seeking to make a claim on the Surety Bond. Nothing in the Plan or this Confirmation Order, (a) authorizes or permits the assignment or assumption of any Surety Bonds or collateral of the Sureties or any Surety Bond Agreements, or (b) deems to provide the Surety consent to the involuntary substitution of any principal under the Surety Bonds. For the avoidance of doubt, (i) the Surety's rights to properly assert an Administrative Expense Claim pursuant to this Confirmation Order, the Plan, and/or the applicable Bar Date Orders based upon any Surety Claims are fully preserved and (ii) any and all rights, objections and defenses of the Reorganized Debtors and/or Liquidating Trust, as applicable, with respect to any Administrative Expense Claim asserted by the Surety are fully preserved.

L. Resolution with the Lead Plaintiff in the Securities Litigation

33. Until the entry of a final order of judgment or settlement in the litigation captioned as *Peter Frouws et al. v. Edgio Inc. et al.*, Case No. 2:23-cv-00691-DJH, pending in the United States District Court for the District of Arizona (the “**Securities Litigation**”), the Debtors, the Reorganized Debtors and the Liquidating Trust, as applicable, shall preserve and maintain the Debtors’ books, records, documents, files, electronic data (in whatever format, including native format), or any tangible object potentially relevant to the Securities Litigation, wherever stored (collectively, the “**Potentially Relevant Books and Records**”), and shall not destroy, abandon, transfer, or otherwise render unavailable such Potentially Relevant Books and Records without (i) providing counsel to the plaintiffs in the Securities Litigation not less than thirty days’ advance

written notice of such proposed destruction with an opportunity to object and be heard by a court of competent jurisdiction; or (ii) further order of the Court.

M. Resolution with the Texas Taxing Authorities

34. The Texas Taxing Authorities⁴ assert that they are holders of Other Secured Claims for prepetition ad valorem taxes (the “*Texas Tax Authority Claims*”). Notwithstanding anything to the contrary in this Confirmation Order or the Plan, the Debtors, the Reorganized Debtors, and/or the Liquidating Trust, as applicable, shall pay the Allowed Texas Tax Authority Claims, to the extent not otherwise paid, upon Allowance. The Reorganized Debtors shall pay all Allowed post-petition ad valorem tax liabilities (tax year 2025 and subsequent tax years) owing to the Texas Taxing Authorities in the ordinary course of business pursuant to the Texas Tax Code without the need of the Texas Taxing Authorities to file an Administrative Expense Claim and/or request for payment. The Texas Tax Authority Claims shall include post-petition interest properly charged under applicable non-bankruptcy law and the Bankruptcy Code through the date of payment, to the extent the Texas Tax Code provides for interest with respect to any portion of the Texas Tax Authority Claims; *provided* that, the defenses and rights of the Debtors, the Reorganized Debtors, and/or the Liquidating Trust, as applicable, to object to such Claims or to the inclusion of such interest in such Claims are fully preserved. The Debtors, the Reorganized Debtors, and/or the Liquidating Trust, as applicable, further reserve and preserve all their defenses and rights to dispute and/or object to any proofs of claim filed by the Texas Tax Authorities. With respect to the Texas Tax Authority Claims, the prepetition tax liens of the Texas Tax Authorities, to the extent they are entitled to such liens, shall be expressly retained against the Debtors’

⁴ “*Texas Taxing Authorities*” are defined as: Cypress-Fairbanks Independent School District, Dallas County, Harris County, Richardson Independent School District, City of Houston and Weston MUD.

personal property, or any proceeds from the sale of such property, in accordance with applicable non-bankruptcy law until the applicable Texas Tax Authority Claim is paid in full. The Texas Tax Authorities shall retain their postpetition liens on the Debtors' personal property until the postpetition taxes are paid in full.

N. Resolution with Life Insurance Company of North America and Cigna Health and Life Insurance Company

35. Notwithstanding anything to the contrary in this Confirmation Order, the Plan, or any notice related thereto, the LINA Contracts (as defined in the *Objection of Life Insurance Company of North America to Notice of (I) Potential Executory Contracts or Unexpired Leases to be Assumed Pursuant to the Plan, (II) Fixing of the Cure Costs Related Thereto, and (III) Deadline to Object Thereto* [Docket No. 1048]) and the Cigna Contract (as defined in the *Objection of Cigna to Notice of (I) Potential Executory Contracts or Unexpired Leases to be Assumed Pursuant to the Plan, (II) Fixing of the Cure Costs Related Thereto, and (III) Deadline to Object Thereto* [Docket No. 1042]) shall not be assumed absent further order of the Court.

O. Restructuring Expenses

36. On the Effective Date, or as soon as reasonably practicable thereafter, the Debtors or the Reorganized Debtors, as applicable, shall pay in full in Cash the Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with the Plan and without any requirement to file a fee application with the Court, without the need for itemized time detail, and without any requirement for Court review or approval. 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 three 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. On the Effective Date, invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Reorganized Debtors, as applicable, shall continue to pay, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation, and defense of the Plan, whether incurred before, on or after the Effective Date.

P. Conditions Precedent to Effective Date

37. The provisions governing the conditions precedent to the Effective Date set forth in Article IX of the Plan are hereby approved in their entirety. The Debtors are authorized to consummate the Plan at any time after the entry of this Confirmation Order, subject to satisfaction or waiver of such conditions precedent in accordance with Article IX of the Plan.

Q. Termination of Challenge Period

38. In accordance with the Global Settlement, the time within which the Committee may commence a Challenge (as defined in the Final DIP Order) shall be deemed terminated as of the Effective Date, and the stipulations, admissions, findings and releases contained in the Final DIP Order are and shall be binding on the Debtors, their Estates, the Committee, and all other parties in interest, and each such party's successors and assigns.

R. Edgio/Edgecast Intercompany Claim

39. Notwithstanding anything to the contrary herein or in the Plan, on the Effective Date, any Claims on account of the intercompany receivable held by Edgecast, Inc. and corresponding intercompany payable due from Edgio, Inc. shall be cancelled and released and the holder thereof shall not receive any distribution on account of such intercompany claim.

S. Miscellaneous

40. The terms and conditions of this Confirmation Order the Plan, the Plan Supplement, and all exhibits thereto, and all other relevant and necessary documents executed or to be executed in connection with the transactions contemplated by the Plan (i) shall become immediately enforceable, and the period in which an appeal must be filed shall commence upon the entry of this Confirmation Order, (ii) shall not be stayed pursuant to Bankruptcy Rules 3020(e), 6004(h), 6006(d), or 7062, and (iii) shall be deemed binding upon the Debtors, the Reorganized Debtors, the Committee, any and all holders of Claims or Interests (irrespective of whether such holders voted to accept, or are deemed to have accepted, the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan or in this Confirmation Order, and any and all non-Debtor parties to Executory Contracts or Unexpired Leases with the Debtors. The failure to specifically include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, or any related document in this Confirmation Order does not diminish or impair the effectiveness or enforceability of such article, section, or provision.

41. Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax or governmental assessment, and upon entry of this Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation all such instruments or other documents governing or evidencing such transfers without the payment of any such tax, recordation fee, or governmental assessment.

42. Prior to, on, or after the Effective Date (as appropriate), all matters expressly provided for under the Plan that would otherwise require approval of any stockholder, security

holder, officer, director or other owner of the Debtors shall be deemed to have occurred and shall be in effect prior to, on, or after the Effective Date (as applicable) pursuant to the applicable law of the state(s) in which the Debtors are formed, without any further vote, consent, approval, authorization, or other action by such stockholders, security holders, officers, directors, or other owners of the Debtors or notice to, order of, or hearing before the Court.

43. On the Effective Date, the Committee shall dissolve, and the members thereof shall be released and discharged from all right and duties arising from, or related to, the Chapter 11 Cases in accordance with, and except as otherwise provided in, Section 12.3 of the Plan.

44. Each term and provision of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are valid and enforceable pursuant to its terms, nonseverable and mutually dependent, are integral to the Plan and may not be deleted, amended, supplemented and/or modified except in accordance with Sections 12.6 and 12.9 of the Plan.

45. To the extent of any inconsistency between this Confirmation Order and the Plan or the Plan Supplement, this Confirmation Order shall govern.

46. Except as otherwise may be provided in the Plan or herein, notice of all subsequent pleadings in the Chapter 11 Cases after the Effective Date shall be limited to the following parties: (i) the Reorganized Debtors and their counsel; (ii) the Liquidating Trust and its counsel; (iii) the U.S. Trustee, (iv) the Committee, for so long as the Committee survives, (v) Lynrock and its counsel; (vi) any party that has filed a renewed request after the Effective Date to receive documents pursuant to Bankruptcy Rule 2002; and (vii) any party known to be directly affected by the relief sought.

47. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Confirmation Order and all matters arising in and under the Chapter 11 Cases, as set forth in Article XI of the Plan and section 1142 of the Bankruptcy Code.

Dated: June 13th, 2025
Wilmington, Delaware

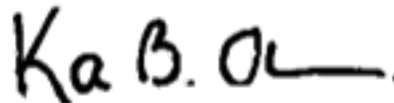

KAREN B. OWENS
CHIEF JUDGE

Exhibit A

Plan

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

In re:

Edgio, Inc., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11985 (KBO)

(Jointly Administered)

**JOINT CHAPTER 11 PLAN OF REORGANIZATION
OF EDGIO, INC. AND ITS AFFILIATED DEBTORS**

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Attorneys for the Debtors and Debtors in Possession

Dated: May 6, 2025
Wilmington, Delaware

¹ The Debtors operate under the trade name Edgio and have previously used the trade names Limelight, Edgecast and Layer0. The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Edgio, Inc. (7033); Edgecast Inc. (6704); Edgio International, Inc. (3022); Limelight AcquisitionCo, Inc. (6138); Limelight Midco, Inc. (1120); Limelight Networks VPS, Inc. (3438); and Mojo Merger Sub, LLC (7033). The Debtors' service address for purposes of these Chapter 11 Cases is: 11811 N. Tatum Blvd., Ste. 3031, Phoenix, AZ 85028. Additional information about the Chapter 11 Cases is available at <https://omniagentsolutions.com/Edgio>.

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Each of the Debtors (as defined below), as proponents within the meaning of section 1129 of the Bankruptcy Code, proposes the Plan pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein have the meanings set forth in Article I.A.

ARTICLE I. DEFINITIONS AND INTERPRETATION.

A. Definitions

The following terms have the respective meanings specified below:

1. ***Adequate Protection Fees*** has the meaning ascribed in the Final DIP Order.
2. ***Administrative Expense Claim*** means a Claim arising on or after the Petition Date and before the Effective Date for costs and expenses of administration of the chapter 11 cases under section 503(b) of the Bankruptcy Code and entitled to priority or superpriority under sections 507(a)(2) or 507(b) of the Bankruptcy Code, including, without limitation, (a) the actual and necessary costs and expenses incurred in preserving the Estates and operating the businesses of the Debtors, (b) Adequate Protection Fees, (c) Allowed Professional Fee Claims; (d) Restructuring Expenses; (e) Claims entitled to administrative priority status under section 503(b)(9) of the Bankruptcy Code, and (f) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code.
3. ***Allowed*** means, with respect to any Claim against a Debtor, a Claim: (i) (a) that is timely filed by the applicable Bar Date or (b) as to which there exists no requirement for the Holder of a Claim to file proof of such Claim under the Plan, the Bankruptcy Code, the Bankruptcy Rules or a Final Order (including the Bar Date Orders), (ii) (a) that is listed in the Schedules as not contingent, not unliquidated, and not disputed and (b) for which no contrary proof of Claim, including any request for an Administrative Expense Claim, has been timely filed, or (iii) Allowed under the Plan or by a Final Order, any stipulation approved by the Bankruptcy Court, any agreement between the Debtors, the Reorganized Debtors or Liquidating Trust (as applicable) and the claimant to allow the Claim (whether or not approved by the Bankruptcy Court), or any contract, instrument, indenture, or other agreement entered into or assumed in connection with the Plan. With respect to any Claim described in clause (i) or (ii) above, such Claim will be considered Allowed only if, and to the extent that, (A) no objection to the allowance of such Claim has been asserted, or may be asserted, on or before the Claims Objection Deadline, (B) an objection to such Claim is asserted and such Claim is subsequently allowed pursuant to a Final Order, (C) such Claim is settled pursuant to, or as authorized under, an order of the Bankruptcy Court or by agreement with the Debtors, the Reorganized Debtors or the Liquidating Trust, as applicable without the need for further order of the Bankruptcy Court, or (D) such Claim is allowed pursuant to the Plan or any agreements related hereto and such allowance is approved and authorized by the Bankruptcy Court; *provided*, that notwithstanding the foregoing, unless expressly waived by the Plan, the Allowed amount of Claims shall be subject to, and shall not exceed the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable. For the avoidance of doubt, a proof of Claim, including any request for an Administrative Expense Claim, filed after the applicable Bar Date shall not be Allowed for any purposes absent entry of a Final Order allowing such late-filed Claim or, after the Effective Date, consent of the Reorganized Debtors or Liquidating Trust, as applicable. “Allow” and “Allowing” shall have correlative meanings.
4. ***Akamai Sale Order*** means the *Order (I) Authorizing and Approving the Debtors’ Entry into an Asset Purchase Agreement with Respect to the Apps & Security and Network Businesses, (II) Authorizing the Sale of the Acquired Assets Free and Clear of All Encumbrances, (III) Approving the Assumption and Assignment of Certain Unexpired Leases and Executory Contracts, and (IV) Granting Related Relief* [Docket No. 429].

5. **Assigned D&O Insurance Rights** means, collectively, and to the extent necessary under applicable law to provide the Liquidating Trust the right to receive the proceeds of any D&O Insurance Policy, any and all rights, titles, privileges, interests, claims, demands or entitlements of the Debtors, their Estates or any successors-in-interest thereto to any and all proceeds, payments, benefits, Causes of Action, choses in action, defense, or indemnity arising under, or attributable to, any and all D&O Insurance Policies, now existing or hereafter arising, accrued, or unaccrued, liquidated or unliquidated, matured or unmatured, disputed or undisputed, fixed or contingent.

6. **Assumption Schedule** means the schedule of Executory Contracts and Unexpired Leases to be assumed, or assumed and assigned, by the Debtors pursuant to the Plan, which shall be in form and substance acceptable to Lynrock.

7. **Auditor Claims** means any and all Claims and/or Causes of Action of the Debtors or the Debtors' estates, of any kind or nature whatsoever, whether in law or in equity, whether known or unknown, against any of the Debtors' current or former accountants or auditors.

8. **Avoidance Action Claims** means Avoidance Actions, other than those assertable against Lynrock or the Prepetition Agent or related to the DIP Obligations or the Prepetition Secured Obligations (all of which are hereby waived and released).

9. **Avoidance Actions** means any and all actual or potential Claims and Causes of Action to avoid a transfer of property of, or an obligation incurred by, the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 502(d), 510, 542, 544, 545, 547, 548, 549, 550, 551, 552, 553(b) and 724(a) of the Bankruptcy Code, and applicable non-bankruptcy law.

10. **Bar Date** means the applicable date by which proofs of Claim, including requests for Administrative Expense Claims, must be filed with respect to such Claims against the Debtors, as ordered by the Bankruptcy Court pursuant to the Bar Date Orders or other applicable order of the Bankruptcy Court, or pursuant to the Plan, which shall include the November 19, 2024 General Bar Date and the March 10, 2025 Governmental Bar Date (as defined in the Bar Date Orders).

11. **Bar Date Orders** means, collectively, the *Order Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Administrative Expense Claims Arising Under Section 503(b)(9) of the Bankruptcy Code) and Approving the Form and Manner of Notice Thereof* [Docket No. 140], the Initial Administrative Expense Claim Bar Date Order, and any amendments or supplements thereto that have the effect of fixing, amending, or extending the deadline to file Proofs of Claim, in each case, as entered by the Bankruptcy Court.

12. **Bankruptcy Code** means title 11 of the United States Code, 11 U.S.C. § 101 *et seq.*, as amended from time to time, as applicable to the Chapter 11 Cases.

13. **Bankruptcy Court** means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Chapter 11 Cases.

14. **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 and any Local Bankruptcy Rules of the Bankruptcy Court, in each case, as amended from time to time and applicable to the Chapter 11 Cases.

15. **Benefit Plans** means each (i) "employee benefit plan" as defined in section 3(3) of ERISA and (ii) other compensation or benefit plan, policy, agreement or arrangement and workers' compensation

program, retirement plan, healthcare plan, disability plan, life and accidental death and dismemberment insurance plan, deferred compensation plan, severance program, retention plan and incentive plan, and all amendments and modifications thereto, in each case sponsored or maintained in the ordinary course by the Debtors for the benefit of any of their employees, directors or individual independent contractors as of the Petition Date.

16. **Bidding Procedures Motion** means the *Motion of Debtors for Entry of an Order (I) Approving (A) Bidding Procedures for the Sale of All or Substantially All of the Debtors' Assets, (B) the Expense Reimbursement, (C) Assumption and Assignment Procedures, (D) Form and Manner of Notice of Sale Hearing, Assumption Procedures and Auction Results, (E) the Debtors' Entry into One or More Asset Purchase Agreements, (F) Sale(s) of Assets Free and Clear of All Encumbrances, and (G) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Scheduling Certain Dates and Deadlines, and (III) Granting Related Relief* [Docket No. 34].

17. **Bidding Procedures Order** means the *Order (I) Approving (A) Bidding Procedures for the Sale of All or Substantially All of the Debtors' Assets, (B) the Expense Reimbursement, (C) Assumption and Assignment Procedures, and (D) Form and Manner of Notice of Sale Hearing, Assumption Procedures, and Auction Results, (II) Scheduling Certain Dates and Deadlines, and (III) Granting Related Relief* [Docket No. 141].

18. **Business Day** means any day other than a Saturday, a Sunday, or any other day on which banking institutions in Wilmington, Delaware are required or authorized to close by law or executive order.

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

20. **Cash Collateral** has the meaning set forth in section 363(a) of the Bankruptcy Code.

21. **Cause of Action** means any action, claim, cross-claim, third-party claim, cause of action, controversy, demand, right, lien, indemnity, guaranty, suit, obligation, liability, loss, debt, damage, judgment, account, defense, remedies, offset, power, privilege, license and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity or pursuant to any other theory of law (including under any state or federal securities laws). Cause of Action also includes, (a) 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, fraud, fraud in the inducement, conversion, unjust enrichment, or constructive trust, (b) the right to object to Claims or Interests, (c) any Avoidance Action or any claim pursuant to section 362 of the Bankruptcy Code, (d) any claim or defense including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code, and (e) any state law fraudulent transfer claim.

22. **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 the Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

23. **Claim** has the meaning set forth in section 101(5) of the Bankruptcy Code as against any Debtor.

24. **Claims Agent** means Omni Agent Solutions, Inc. as claims and noticing agent.

25. ***Claims Objection Deadline*** means the later of (a) 180 days after the Effective Date, and (b) such later date as may be fixed by the Bankruptcy Court (in each case, as the same may be extended by an Order of the Bankruptcy Court); *provided, however*, that the Claims Objection Deadline shall be automatically tolled if the Reorganized Debtors or the Liquidating Trust, as applicable, file a motion or stipulation to extend the Claims Objection Deadline prior to the expiration thereof.

26. ***Claims Reconciliation Process*** means the process of reconciling Claims asserted against the Debtors and their Estates other than General Unsecured Claims, including by objecting to, seeking to subordinate, recharacterize, compromise or settle any such Claims, including Disputed Claims (other than Disputed General Unsecured Claims), which process shall be conducted by the Debtors or the Reorganized Debtors, as applicable.

27. ***Class*** means any category of Claims or Interests designated pursuant to the Plan.

28. ***Class 4 Claims Reconciliation Process*** means the process of reconciling General Unsecured Claims asserted against the Debtors and their Estates, including by objecting to, seeking to subordinate, recharacterize, compromise or settle any such General Unsecured Claims (including Disputed General Unsecured Claims), which process shall be conducted by the Liquidating Trust.

29. ***Class 4 Disbursing Agent*** means the Liquidating Trust, as applicable, or such other entity as the Liquidating Trust may designate in its discretion, in its capacity as the entity responsible for making distributions to Holders of Allowed General Unsecured Claims in accordance with Article VI of the Plan.

30. ***Class A Liquidating Trust Interests*** means the non-transferable interests in the Liquidating Trust, which shall be distributed to holders of Allowed Lynrock Claims, in accordance with Section 5.8 of the Plan and the Liquidating Trust Agreement.

31. ***Class B Liquidating Trust Interests*** means the non-transferable interests in the Liquidating Trust, which shall be distributed to Holders of Allowed General Unsecured Claims, in accordance with Section 5.8 of the Plan and the Liquidating Trust Agreement.

32. ***Committee*** means the statutory committee of unsecured creditors appointed by the U.S. Trustee in the Chapter 11 Cases, pursuant to section 1102 of the Bankruptcy Code, as set forth in the *Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 98] and as may be reconstituted from time to time.

33. ***Committee Designee*** means the Person or Entity designated by the Committee for the purposes set forth in Section 5.8(d) of the Plan and as otherwise provided in the Liquidating Trust Agreement.

34. ***Committee Professionals*** means the persons or firms retained by the Committee pursuant to sections 327, 328, or 1103 of the Bankruptcy Code.

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

36. ***Confirmation Hearing*** means the hearing to be held by the Bankruptcy Court to consider confirmation of the Plan and the adequacy of the Disclosure Statement, as such hearing may be adjourned, reconvened, or continued from time to time.

37. **Confirmation Order** means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code and approving the Disclosure Statement on a final basis as containing, among other things, adequate information as required by section 1125 of the Bankruptcy Code, which shall be in form and substance acceptable to Lynrock.

38. **Cooperating D&O Dispute Motion** means a motion filed by a Cooperating D&O on no less than five calendar days' notice (subject to the Bankruptcy Court's availability) requesting expedited entry of an order finding that such Cooperating D&O has not defaulted under his or her Cooperation Agreement and determining that such Cooperating D&O remains a Released Party under the Plan.

39. **Cooperating D&Os** means those certain officers or directors of the Debtors that were employed in such capacity on or after the Petition Date, who have executed a Cooperation Agreement and are not in uncured default of such Cooperation Agreement as determined by the procedures set forth in Section 5.8(j) of the Plan and such Cooperation Agreement.

40. **Cooperation Agreement** means a commercially reasonable cooperation agreement between a Cooperating D&O on the one hand and the Liquidating Trust on the other hand that shall be in form and substance reasonably acceptable to each of the Debtors, the Committee or the Liquidating Trust (as applicable) and Lynrock, pursuant to which each Cooperating D&O will agree to cooperate reasonably with the Liquidating Trust's investigation and prosecution of the Liquidating Trust Causes of Action.

41. **Cooperation Cure Period** means the three Business Day period following receipt of a Cooperation Default Notice in which a Cooperating D&O may cure an alleged default under his or her Cooperation Agreement; *provided*, that the Cooperation Cure Period with respect to any alleged Recurring Cooperation Default shall mean the one Business Day period following receipt of a Cooperation Default Notice with respect to such Recurring Cooperation Default.

42. **Cooperation Default Notice** means a notice sent by the Liquidating Trust alleging that a Cooperating D&O has defaulted under his or her Cooperation Agreement and notifying such defaulting Cooperating D&O that, absent a cure of such default within the Cooperating D&O Cure Period, he or she shall no longer be considered a Released Party under the Plan.

43. **Cure Amount** means the amount of Cash or other property, as the Debtors or the Reorganized Debtors, as applicable, and the counterparty to an Executory Contract or Unexpired Lease of the Debtors may agree or the Bankruptcy Court may order, as necessary to (a) cure a monetary default by the Debtors in accordance with the terms of an Executory Contract or Unexpired Lease of the Debtors and (b) permit the Debtors to assume (or assume and assign) such Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code.

44. **Cure Dispute** means a pending objection relating to assumption or assumption and assignment of an Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code.

45. **D&O Claims** means any and all Claims and/or Causes of Action of the Debtors or the Debtors' Estates, of any kind or nature whatsoever, whether in law or in equity, whether known or unknown, including without limitation Causes of Action for breach of fiduciary duty, fraud, fraud in the inducement, conversion, unjust enrichment, breach of contract, or constructive trust, against any officer or director of the Debtors or any predecessor in interest of the Debtors employed at any time. For the avoidance of doubt, Claims and/or Causes of Action (other than any Claims and/or Causes of Action for breach of fiduciary duties) asserted in the following pending litigation actions do not constitute D&O Claims: (i) *Peter Frouws, et al. v. Edgio Incorporated, et al.*, Case No. 2:23-cv-00691-DJH and all actions consolidated therewith pending in the United States District Court for the District of Arizona, and (ii) *In re Edgio, Inc. Derivative*

Litig., Case No. 1:23-cv-06323-ENV-JAM and all actions consolidated therewith pending in the United States District Court for the Eastern District of New York.

46. **D&O Insurance Policies** means, collectively, all Insurance Policies (including any “tail policy”) issued or providing coverage to any of the Debtors for current or former directors’, managers’, and officers’ liability, and all agreements, documents or instruments related thereto.

47. **De Minimis Asset Sale Proceeds** means the aggregate cash proceeds from the sale of any *de minimis* assets of the Debtors prior to the Effective Date pursuant to the De Minimis Asset Transaction Procedures Order.

48. **De Minimis Asset Transaction Procedures Order** means the *Order (I) Authorizing and Approving Expedited Procedures for the Sale or Abandonment of De Minimis Assets and (II) Granting Related Relief* [Docket No. 239].

49. **Debtor or Debtors** means Edgio, Inc., Edgecast Inc., Edgio International, Inc., Limelight AcquisitionCo, Inc., Limelight Midco, Inc., Limelight Networks VPS, Inc., and Mojo Merger Sub, LLC.

50. **Debtor Professionals** means the persons or firms retained by the Debtors pursuant to sections 327, 328, or 363 of the Bankruptcy Code.

51. **Definitive Documents** means (i) the Plan and the Plan Supplement, (ii) the Disclosure Statement and the Solicitation Materials, (iii) the Disclosure Statement Order and the Confirmation Order, (iv) the DIP Term Sheet, (v) the DIP Orders, (vi) the New Term Loan Credit Documents, and (vii) any such other agreements and documentation reasonably desired or necessary to consummate and document the transactions contemplated by the Plan, including any amendments, modifications, and supplements thereto, in each case made in accordance with the terms set forth herein, and any related notes, certificates, agreements, documents, instruments, and orders (as applicable).

52. **Delaware Act** means Chapter 38 of Title 12 of the Delaware Code, 12 Del. C. § 3801 *et seq.*, as the same may be amended from time to time and including any successor statute.

53. **Designated Litigation Claims** means the Claims (other than D&O Claims) set forth in Section 74.1 of Official Form 206 [Docket No. 196] filed by Edgio.

54. **DIP Claims** means all Claims derived from, arising under, based upon, related to, or secured pursuant to the DIP Term Sheet, the DIP Facility, or the DIP Orders, including Claims for all principal amounts outstanding, and any and all fees, interest, premiums, expenses, indemnification obligations, reimbursement obligations, and other amounts due under the DIP Documents, which, for the avoidance of doubt, shall include all “DIP Obligations” as such term is defined in the DIP Orders.

55. **DIP Collateral** has the meaning set forth in the DIP Orders.

56. **DIP Documents** has the meaning set forth in the Final DIP Order.

57. **DIP Facility** means the superpriority senior secured multiple draw debtor in possession term loan credit facility in the aggregate principal amount of up to \$15,625,000, and the roll up of (i) all Prepetition Priority Term Loan Obligations and (ii) all outstanding principal amounts and all accrued and unpaid interest under the Prepetition Junior Term Loan Credit Agreement, as approved by the DIP Orders.

58. **DIP Lender** means Lynrock.

59. **DIP Loans** means the loans provided under the DIP Facility.
60. **DIP Obligations** means all principal, interest, expenses, fees, premiums and other amounts payable under the DIP Documents, including, without limitation, the reasonable fees and disbursements of the DIP Lender's attorneys, advisors, accountants, appraisers, bankers, and other consultants, all to the extent provided in, and in accordance with the Final DIP Order and the DIP Documents.
61. **DIP Orders** means, collectively, the Interim DIP Order and the Final DIP Order.
62. **DIP Superpriority Claims** has the meaning ascribed in the Final DIP Order.
63. **DIP Term Sheet** has the meaning set forth in the Interim DIP Order or Final DIP Order, as applicable.
64. **Disallowed** means a Claim against a Debtor, or any portion thereof, (i) that has been disallowed by a Final Order of the Bankruptcy Court, a settlement, or the Plan, (ii) that is listed in the Schedules at zero (\$0) or as contingent, disputed, or unliquidated and as to which a Bar Date has been established but no proof of Claim including any request for Administrative Expense Claim, has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or applicable law, or (iii) that is not listed in the Schedules and as to which a Bar Date has been established but no proof of Claim, including any request for Administrative Expense Claim, has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or under applicable law.
65. **Disbursing Agents** means the Non-Class 4 Disbursing Agent and the Class 4 Disbursing Agent.
66. **Disclosure Statement** means the disclosure statement for the Plan, including all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to the Confirmation Order, which shall be in form and substance acceptable to Lynrock and the Committee.
67. **Disclosure Statement Order** means the order entered by the Bankruptcy Court authorizing solicitation of the Plan, approving procedures with respect thereto, conditionally approving the Disclosure Statement, and scheduling the Confirmation Hearing to consider final approval of the Disclosure Statement and confirmation of the Plan, which order shall be in form and substance acceptable to Lynrock and the Committee.
68. **Disputed** means with respect to a Claim or Interest, any such Claim or Interest (a) that is neither Allowed nor Disallowed under the Plan or a Final Order, nor deemed Allowed under sections 502, 503, or 1111 of the Bankruptcy Code, or (b) for which a proof of Claim, including any request for Administrative Expense Claim, has been filed in the Chapter 11 Cases and as to which the Debtors, the Reorganized Debtors, the Liquidating Trust or any party in interest has interposed a timely objection or request for estimation, and such objection or request for estimation has not been withdrawn or determined by a Final Order. If the Debtors, the Reorganized Debtors, the Liquidating Trust or a party in interest with requisite standing dispute only a portion of a Claim, such Claim shall be deemed Allowed in any amount the Debtors, the Reorganized Debtors, the Liquidating Trust and such party in interest, as applicable, do not dispute and shall be deemed Disputed as to the balance of such Claim.
69. **Disputed Claims Reserve** means an amount of Class B Liquidating Trust Interests (or proceeds of Liquidating Trust Assets distributable to the holders of Class B Liquidating Trust Interests), as applicable, retained by the Liquidating Trust for the benefit of the Holders of Disputed General Unsecured

Claims, which shall be in an amount equal to the Distributions such Holders of Disputed General Unsecured Claims would be entitled to receive on the applicable Distribution Date if such Disputed General Unsecured Claims were Allowed in their full amounts on such date *less* the amount the Holder of any Disputed General Unsecured Claim will receive on the applicable Distribution Date in respect of any Allowed portion thereof.

70. ***Distribution Date*** means, except as otherwise set forth herein, the date on which Holders of Claims are eligible to receive distributions under the Plan or as soon thereafter as is practicable; *provided*, that the Distribution Date with respect to any distributions from the Debtors or the Reorganized Debtors on account of the Lynrock Claims shall be the Effective Date, or as soon as practicable thereafter.

71. ***Distribution Record Date*** means, except with respect to any Claims on account of publicly traded Securities held through the DTC, the Effective Date of the Plan.

72. ***DTC*** means The Depository Trust Company.

73. ***Edgio*** means Edgio, Inc.

74. ***Edgio Interests*** means interests in Edgio.

75. ***Effective Date*** means the date on which all conditions to the effectiveness of the Plan set forth in Article IX hereof have been satisfied or waived in accordance with the terms of the Plan.

76. ***Employee Interests*** has the meaning set forth in Section 5.12 of the Plan.

77. ***Employment Agreements*** means, as to an employee, officer, director, or individual independent contractor, all employment and compensation agreements, in each case, existing as of the Effective Date, including any employment, services, separation, retention, incentive, bonus, or similar or related agreements, arrangements, plans, programs, policies or practices, in each case, as in effect as of the Effective Date.

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

79. ***ERISA*** means the Employee Retirement Income Security Act of 1974, as amended.

80. ***Estate or Estates*** means, individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

81. ***Exculpated Parties*** means, collectively, in each case, solely in their capacities as such: (a) the Debtors, (b) the Debtors' managers, directors, and officers who served at any time between the Petition Date and the Effective Date, (c) Professionals retained by order of the Bankruptcy Court to represent the Debtors or the Committee, including professionals retained pursuant to the OCP Order, and (d) the Committee and its members. For the avoidance of doubt, all of the Debtors' officers and directors employed prior to, but not on or after, the Petition Date shall not be Exculpated Parties under the Plan.

82. ***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.

83. ***Final Administrative Expense Bar Date*** means the first Business Day that is thirty days after the Effective Date, which is the deadline for Filing requests for allowance and payment of Administrative Expense Claims arising in the time between January 15, 2025 and the Effective Date that are not Professional Fee Claims.

84. **Final DIP Order** means the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral; (II) Granting Liens and Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; (IV) Granting Adequate Protection; and (V) Granting Related Relief* [Docket No. 230].

85. **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 (a) 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 (b) 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 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.

86. **General Unsecured Claim** means any unsecured Claim that is not an Administrative Expense Claim, an Intercompany Claim, a Priority Tax Claim, an Other Priority Claim or a Subordinated Claim, including, among other things, all Claims arising from the rejection of Executory Contracts or Unexpired Leases prior to or on the Effective Date.

87. **Global Settlement** means the settlement among the Debtors, Lynrock, and the Committee, each in their capacity as such, with respect to, among other things, (i) the Plan and the allowance, classification and treatment of Claims therein, (ii) the Committee’s right to assert a Challenge (as defined in the DIP Orders) and (iii) any of the Committee’s formal or informal objections the Bidding Procedures Motion, the terms of which are described in the Disclosure Statement at Section IV.O.

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

89. **GUC Recovery Pool** means, in each case net of applicable Liquidating Trust Expenses and all Liquidating Trust GUC Expenses: (i) the GUC Recovery Pool Initial Funding Amount; (ii) 50% of Liquidating Trust Distributable Proceeds from D&O Claims, (iii) 30% of Liquidating Trust Distributable Proceeds from Designated Litigation Claims, (iv) 50% of Liquidating Trust Distributable Proceeds from Auditor Claims, (v) 100% of the proceeds from Avoidance Action Claims, (vi) 10% of the Remaining Sale Proceeds, and (vii) any remaining amount from the Initial Liquidating Trust Funding.

90. **GUC Recovery Pool Initial Funding Amount** means \$5,000,000 to be funded by the Debtors to the Liquidating Trust on the Effective Date.

91. **Holder** means an Entity holding a Claim against, or an Interest in, any Debtor.

92. **Impaired** means, with respect to a Claim, Interest, or Class of Claims or Interests, “impaired” within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

93. **Indemnification Obligations** means any and all obligations of the Debtors pursuant to their corporate charters, bylaws, limited liability company agreements, memorandum and articles of association, or other organizational documents or employment or other contracts or agreements, or otherwise, to indemnify officers, directors, agents or employees, in each case solely in their capacity as such, employed

by the Debtors on and/or after the Petition Date with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, agents, or employees based upon any act or omission for or on behalf of the Debtors.

94. ***Initial Administrative Expense Claim Bar Date*** means March 10, 2025 at 5:00 p.m. (Eastern Time) for Administrative Expense Claims arising from the Petition Date through and including January 14, 2025, except that that pursuant to the Initial Administrative Expense Claim Bar Date Order, the Initial Administrative Expense Claim Bar Date shall not apply to: (a) any professional person or entity employed by the Debtors or the Committee (including any member of the Committee solely in its capacity as such) in the Chapter 11 Cases pursuant to sections 327, 328, 363 or 1103 of the Bankruptcy Code or otherwise pursuant to an order of the Bankruptcy Court (except that the Initial Administrative Expense Claim Bar Date shall apply to any professional retained pursuant to an order authorizing the retention of ordinary course professionals); (b) all fees payable and unpaid under 28 U.S.C. § 1930; (c) Administrative Expense Claims that have already been satisfied or paid in full and/or allowed by separate order of the Court; (d) any Administrative Expense Claim that the DIP Lender may be entitled to assert pursuant to the Final DIP Order; (e) any Administrative Expense Claims owed to the Clerk of the Bankruptcy Court; (f) any Administrative Expense Claims held by one Debtor against another Debtor; (g) any Administrative Expense Claims owed to any current director or officer of the Debtors; or (h) any Claims entitled to administrative priority status under section 503(b)(9) of the Bankruptcy Code.

95. ***Initial Administrative Expense Claim Bar Date Order*** means the *Order (I) Establishing Deadline for All Parties and Entities to File Requests for Allowance of Administrative Expense Claims Arising from and After the Petition Date through and Including January 14, 2024, (II) Approving the Administrative Expense Claim Request Form, (III) Approving Form and Manner of Notice of the Initial Administrative Expense Claims Bar Date, and (IV) Granting Related Relief* [Docket No. 667].

96. ***Initial Liquidating Trust Funding*** means \$1,000,000 to be funded by the Debtors to the Liquidating Trust on the Effective Date.

97. ***Insurance Policies*** means, collectively, all of the Debtors' insurance policies, including the D&O Insurance Policies, and any of the Debtors' rights under any third parties' insurance policies.

98. ***Insured Claims*** means any Claims that are covered by the insurance policies of the Debtors.

99. ***Intercompany Claim*** means any pre- or postpetition Claim against a Debtor held by another Debtor.

100. ***Intercompany Interest*** means an Interest in a Debtor held by another Debtor.

101. ***Interests*** means any equity security in a Debtor as defined in section 101(16) of the Bankruptcy Code, including all common stock, preferred stock, or other instruments evidencing an ownership interest in any of the Debtors, whether or not transferable, and any option, warrant, right, or any other interest that is exercisable, convertible, or exchangeable into equity of a Debtor (excluding, for the avoidance of doubt, the Prepetition Junior Secured Notes), contractual or otherwise, including equity or equity-based incentives, grants, or other instruments issued, granted, or promised to be granted to current or former employees, directors, officers, or contractors of the Debtors, to acquire any such interests in a Debtor that existed immediately before the Petition Date.

102. ***Interim Compensation Order*** means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Professionals* [Docket No. 189].

103. **Interim DIP Order** means the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral; (II) Granting Liens and Superpriority Administrative Expense Claims; (III) Modifying the Automatic Stay; (IV) Granting Adequate Protection; (V) Scheduling a Final Hearing; and (VI) Granting Related Relief* [Docket No. 65].

104. **IP Agreements** means intellectual property contracts, licenses, royalties, or other similar agreements to which the Debtors have any rights or obligations in effect as of the date of entry of the Confirmation Order.

105. **IP Rejection Schedule** means the schedule of executory contracts governing intellectual property rights granted to or by the Debtors (or otherwise related to such intellectual property rights) to be rejected by the Debtors pursuant to the Plan, which shall be in form and substance acceptable to Lynrock.

106. **IRS** means the Internal Revenue Service.

107. **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).

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

109. **Liquidating Trust** means that certain trust to be established on the Effective Date for the benefit of the Liquidating Trust Beneficiaries in accordance with this Plan, including but not limited to Article V of the Plan. All references in the Plan to the Liquidating Trust shall, where appropriate, include the Liquidating Trust acting by and through the Liquidating Trustee.

110. **Liquidating Trust Agreement** means that certain trust agreement delineating the terms and conditions of the Liquidating Trust, to be entered into on or prior to the Effective Date, by and among the Debtors and the Liquidating Trustee, which shall be substantially in the form filed in the Plan Supplement and consistent with the terms set forth herein, and otherwise acceptable to the Debtors, Lynrock and the Committee.

111. **Liquidating Trust Assets** means, collectively, the Initial Liquidating Trust Funding, the GUC Recovery Pool Initial Funding Amount, 10% of Remaining Sale Proceeds, the Liquidating Trust Causes of Action, the Assigned D&O Insurance Rights, and any proceeds of the foregoing.

112. **Liquidating Trust Beneficiaries** means Holders of Allowed Lynrock Claims and Holders of Allowed General Unsecured Claims.

113. **Liquidating Trust Causes of Action** means collectively the D&O Claims (subject to Section 5.8(j) of the Plan), the Designated Litigation Claims, the Avoidance Action Claims, the Auditor Claims and any other Cause of Action related to the reconciliation of General Unsecured Claims, including but not limited to any (a) rights of setoff, counterclaim or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, fraud, fraud in the inducement, conversion, unjust enrichment, or constructive trust, (b) the right to object to General Unsecured Claims, and (c) any claim or defense relating to General Unsecured Claims, including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code.

114. **Liquidating Trust Distributable Proceeds** means the Cash proceeds, whether by settlement, adjudication or otherwise, of any Liquidating Trust Causes of Action (other than Avoidance Action Claims),

in each case, net of any Liquidating Trust Expenses that are not satisfied from such proceeds as Reimbursable Trust Funding pursuant to Section 5.8(d) of the Plan.

115. **Liquidating Trust Expenses** means any fees and expenses (including, for the avoidance of doubt, professional fees) incurred by the Liquidating Trust, including with respect to pursuit of the Liquidating Trust Causes of Action but excluding any Liquidating Trust GUC Expenses.

116. **Liquidating Trust GUC Expenses** means any fees and expenses (including, for the avoidance of doubt, professional fees) incurred by the Liquidating Trust in connection with (i) reconciling General Unsecured Claims, (ii) making distributions to Holders of Allowed General Unsecured Claims, and (iii) pursuing Avoidance Action Claims.

117. **Liquidating Trust Indemnified Parties** means the Liquidating Trustee and its consultants, agents, attorneys, accountants, financial advisors, estates, employees, officers, directors, principals, professionals, and other representatives, each in their respective capacity as such, and any of such Person's successors and assigns.

118. **Liquidating Trust Interests** means the Class A Liquidating Trust Interests and Class B Liquidating Trust Interests.

119. **Liquidating Trustee** means META Advisors, LLC, and any successor thereto.

120. **Lynrock** means Lynrock Lake Master Fund LP and its affiliates.

121. **Lynrock Advisors** means (i) Akin Gump Strauss Hauer Feld LLP, as legal counsel to Lynrock; (ii) Pashman Stein Walder Hayden P.C., as Delaware counsel to Lynrock; (iii) KPMG LLP, as tax advisor to Lynrock; and (iv) any other advisors retained by Lynrock, in each case, in Lynrock's capacity as DIP Lender and/or a Prepetition Secured Party.

122. **Lynrock Claims** means, collectively, the DIP Claims, the Prepetition Junior Term Loan Claims and the Prepetition Junior Secured Notes Claims.

123. **New Board** means the board of directors of Reorganized Edgio.

124. **New Equity Interests** means the equity or membership interests in Reorganized Edgio, to be authorized, issued or reserved on the Effective Date pursuant to the Plan and the applicable New Governance Documents.

125. **New Governance Documents** means, as applicable, the organizational and governance documents for the Reorganized Debtors, as amended, amended and restated or replaced, to give effect to the Restructuring Transactions, including, without limitation, the certificates of incorporation, certificates of formation or certificates of limited partnership (or equivalent organizational documents), bylaws, limited liability company agreements, limited partnership agreements, shareholder agreements (or equivalent governing documents) as of the Effective Date, which documents shall be in form and substance acceptable to Lynrock.

126. **New Term Loans** means the loans issued under the New Term Loan Facility.

127. **New Term Loan Credit Agreement** means the credit agreement governing the New Term Loan Facility.

128. ***New Term Loan Credit Documents*** means any documentation related to or executed in connection with the New Term Loan Facility, including the New Term Loan Credit Agreement and any related notes, certificates, pledge or collateral agreements, mortgages, control agreements, other security documents, guarantee agreements, subordination agreements, fee letters, documents and instruments (including any amendments, restatements, waivers, supplements or other modifications to any of the foregoing).

129. ***New Term Loan Facility*** means a senior secured term loan facility in the aggregate principal amount of \$40 million to be entered into by one or more of the Reorganized Debtors and Lynrock and/or its affiliates pursuant to the New Term Loan Credit Agreement.

130. ***Non-Class 4 Disbursing Agent*** means the Debtors or the Reorganized Debtors, as applicable, in their capacity as the entities responsible for making distributions to Holders of Allowed Claims other than Holders of Allowed General Unsecured Claims, in accordance with Article VI of the Plan.

131. ***Non-Reimbursable Trust Funding*** has the meaning set forth in Section 5.8(d) of the Plan.

132. ***OCP Order*** means the *Order (I) Authorizing Employment and Payment of Professionals Utilized in the Ordinary Course of Business and (II) Granting Related Relief* [Docket No. 191].

133. ***Other Priority Claim*** means any Claim, other than an Administrative Expense Claim, Priority Tax Claim, an Other Secured Claim, or DIP Claim entitled to priority in payment as specified in section 507(a) of the Bankruptcy Code.

134. ***Other Secured Claim*** means a Secured Claim other than a Lynrock Claim.

135. ***Patent Sale Order*** means the *Corrected Order (I) Authorizing and Approving the Debtors' Entry into a Patent Purchase Agreement, (II) Authorizing the Sale of the Acquired Assets Free and Clear of All Encumbrances, and (III) Granting Related Relief* [Docket No. 465].

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

137. ***Petition Date*** means September 9, 2024.

138. ***Plan*** means this joint chapter 11 plan, including all appendices, exhibits, schedules, and supplements hereto (including any appendices, schedules, and supplements to the Plan contained in the Plan Supplement), as the same may be amended, supplemented, or modified from time to time in accordance with the provisions of the Bankruptcy Code and the terms hereof.

139. ***Plan Equity Value*** means a pro forma \$11 million equity value for the Reorganized Debtors, as assumed for purposes of determining distributions of New Equity Interests under the Plan. The Plan Equity Value is established solely for allocation and distribution purposes and does not necessarily reflect the actual market value of the Reorganized Debtors or any of their securities, including the New Equity Interests.

140. ***Plan Supplement*** means a supplemental appendix to the Plan containing, among other things, substantially final forms of documents, schedules, and exhibits to the Plan to be filed with the Bankruptcy Court, which shall be in form and substance acceptable to Lynrock and shall include, among other things, the following: (a) New Governance Documents (to the extent such New Governance Documents reflect material changes from the Debtors' existing organizational documents and bylaws), (b)

the Assumption Schedule, (c) the form of Liquidating Trust Agreement, which shall be acceptable to the Debtors, Lynrock and the Committee, (d) a schedule of Retained Causes of Action in form and substance acceptable to Lynrock and the Committee, (e) IP Rejection Schedule, (f) New Term Loan Credit Agreement, and (g) to the extent known, information required to be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code. The Plan Supplement shall be filed with the Bankruptcy Court not later than seven calendar days prior to the Voting Deadline; *provided* that through the Effective Date, and subject to Lynrock's consent, the Debtors shall have the right to amend and supplement the Plan Supplement and any schedules, exhibits, or amendments thereto, in accordance with the terms of the Plan.

141. ***Plan Term Sheet*** means the term sheet between the Debtors, Lynrock, and the Committee regarding the resolution of Claims and controversies between such parties.

142. ***Prepayment Premium/Make-Whole Amount*** has the meaning ascribed to it in the Prepetition Junior Term Loan Credit Agreement.

143. ***Prepetition Agent*** means U.S. Bank Trust Company, National Association, in its capacity as trustee under the Prepetition Junior Secured Notes Indenture.

144. ***Prepetition Agent Fees and Expenses*** means the reasonable and documented fees and expenses (including, but not limited to, the fees and expenses of the Prepetition Agent's counsel, agents and advisors).

145. ***Prepetition Junior Secured Claims*** means the Prepetition Junior Term Loan Claims and the Prepetition Junior Secured Notes Claims.

146. ***Prepetition Junior Secured Notes*** means those certain secured convertible notes issued by Edgio pursuant to the Prepetition Junior Secured Notes Indenture.

147. ***Prepetition Junior Secured Notes Claims*** means any and all Claims derived from, arising under, based upon, related to, or secured pursuant to the Prepetition Junior Secured Notes Documents, including all Claims in respect of principal amounts outstanding, interest, fees, premiums, expenses, costs, reimbursement obligations, hedging obligations, and other charges arising thereunder or related thereto.

148. ***Prepetition Junior Secured Notes Documents*** means the Prepetition Junior Secured Notes Indenture and all related security agreements, collateral agreements, pledge agreements, control agreements and guarantees, and all related agreements and documents, including, without limitation, any agreements executed by any of the Debtors or their Affiliates in connection with the Prepetition Junior Secured Notes Indenture.

149. ***Prepetition Junior Secured Notes Indenture*** means that certain Indenture, dated as of November 14, 2023, by and among Edgio, as issuer, and Prepetition Agent, as trustee and collateral agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time).

150. ***Prepetition Junior Secured Notes Obligations*** has the meaning ascribed to it in the Final DIP Order.

151. ***Prepetition Junior Term Loan Claims*** means any and all Claims derived from, arising under, based upon, related to, the Prepayment Premium/Make-Whole Amount under the Prepetition Junior Term Loan Credit Documents, which Claims shall be allowed in the amount of \$20 million.

152. ***Prepetition Junior Term Loan Credit Agreement*** means that certain credit agreement, dated as of November 14, 2023, by and among Edgio, as borrower, each of the other Debtors, as guarantors, and Lynrock, as lender (as amended, restated, amended and restated, supplemented or otherwise modified from time to time).

153. ***Prepetition Junior Term Loan Credit Documents*** means the Prepetition Junior Term Loan Credit Agreement and all related agreements and documents, including, without limitation, any agreements entered into by any of the Debtors or their Affiliates in connection with the Prepetition Junior Term Loan Credit Agreement.

154. ***Prepetition Priority Term Loan Obligations*** has the meaning ascribed to it in the Final DIP Order.

155. ***Prepetition Secured Obligations*** has the meaning ascribed to it in the Final DIP Order.

156. ***Prepetition Secured Parties*** has the meaning ascribed to it in the Final DIP Order.

157. ***Priority Tax Claim*** means any Secured Claim or unsecured Claim of a Governmental Unit of the kind entitled to priority in payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

158. ***Private Sale Order*** means the *Order (I) Authorizing the Private Sales of Certain Residual Assets Free and Clear of Liens, Claims, Interests and Encumbrances and (II) Granting Related Relief* [Docket No. 699].

159. ***Professional*** means a Person or Entity (i) employed by the Debtors or the Committee, in each case pursuant to a Bankruptcy Court order in accordance with sections 105(a), 327, 328(a), 330, 333, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Effective Date pursuant to sections 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code; or (ii) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code that are not Restructuring Expenses.

160. ***Professional Fee Claim*** means any Claims for reasonable and documented fees and expenses (including transaction and success fees) incurred by a Professional on or after the Petition Date through the Effective Date, that: (a) are awardable and allowable as Administrative Expense Claims pursuant to sections 327, 328, 329, 330, 331, 503(b) or 1103 of the Bankruptcy Code or otherwise rendered allowable prior to the Effective Date; (b) have not been previously paid; and (c) are Allowed by the Bankruptcy Court by Final Order. To the extent that any amount of the foregoing compensation or reimbursement is denied or reduced by Final Order of the Bankruptcy Court or any other court of competent jurisdiction, such amount shall no longer constitute Professional Fee Claims.

161. ***Professional Fee Escrow Account*** means an account funded by the Debtors on the Effective Date with Cash on hand in an amount equal to the total estimated amount of the Professionals' good faith estimates of their actual, unpaid Professional Fee Claims as of the Effective Date.

162. ***Pro Rata*** means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims and Disputed Claims in such Class.

163. ***Quarterly Fees*** has the meaning set forth in Section 12.1 of the Plan.

164. ***Recurring Cooperation Default*** means a Cooperation Default that occurs after a Cooperating D&O has already been sent a Cooperation Default Notice and cured the related default under his or her Cooperation Agreement.

165. ***Reid Collins*** means Reid Collins & Tsai LLP.

166. ***Reid Collins Engagement Agreement*** means any engagement agreement entered into by the Debtors and Reid Collins relating to Reid Collins' representation of the Debtors in connection with any of the Liquidating Trust Causes of Action, in each case, that remain in full force and effect as of the Effective Date.

167. ***Reimbursable Trust Funding*** has the meaning set forth in Section 5.8(d) of the Plan.

168. ***Related Parties*** means an Entity's predecessors, successors and assigns, parents, subsidiaries, affiliates, managed accounts or funds, and all of their respective current and former officers, directors (other than (i) the Debtors' former officers and directors employed prior to, but not on or after, the Petition Date and (ii) any of the Debtors' officers and directors who held such position on or after the Petition Date and are not Cooperating D&Os, as determined in accordance with the procedures set forth in Section 5.8(j) of the Plan) principals, shareholders (and any fund managers, fiduciaries or other agents of shareholders with any involvement related to the Debtors), members, partners, employees, agents, trustees, advisory board members, financial advisors, attorneys, accountants, actuaries, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and such persons' respective heirs, executors, estates, servants and nominees.

169. ***Released Parties*** means, collectively, and in each case, solely in their capacities as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the DIP Lender, (d) the Prepetition Secured Parties, and (e) each Related Party of each Entity in clause (a) through (d); *provided* that any Holder of a Claim or Interest that does not opt in to granting the releases shall not be a Released Party under the Plan. Notwithstanding anything in the foregoing or in the definition of "Related Parties," no officer or director of the Debtors who was employed prior to, but not on or after, the Petition Date shall be a Released Party under the Plan.

170. ***Releasing Parties*** means, collectively, and in each case, solely in their capacities as such: (a) the Debtors, (b) the Reorganized Debtors, (c) the DIP Lender, (d) the Prepetition Secured Parties, (e) the Committee and its members, (f) all Holders of Claims or Interests that are eligible to vote to accept or reject the Plan that opt in to granting releases, and (g) each Related Party of each Entity in clause (a) through (f); *provided, however*, that each Entity identified in part (g) shall be a Releasing Party only with respect to Claims or Causes of Action that it could have properly asserted on behalf of the Entities identified in (a) through (f) hereof.

171. ***Remaining Estate Assets*** means all assets held by the Debtors as of the Effective Date that are not Liquidating Trust Assets or Remaining Sale Proceeds.

172. ***Remaining Sale Proceeds*** means any proceeds received by the Debtors with respect to any sale transactions executed prior to the Effective Date (regardless of whether such proceeds are received prior to or after the Effective Date) from the sale of any of the Debtors' assets that were not sold pursuant to the De Minimis Asset Transaction Procedures Order, the Akamai Sale Order, the Uplynk Sale Order or the Patent Sale Order; in each case, after funding into escrow of any applicable Mandatory Pre-prepayments (as defined in the Final DIP Order) required under the Final DIP Order, if any, and net of all expenses incurred by the Debtors in connection with such pre-Effective Date sales.

173. **Reorganized Debtors** means each Debtor, as reorganized pursuant to and under the Plan, including any transferee or successor thereto by merger, consolidation, transfer or otherwise, on or after the Effective Date.

174. **Reorganized Edgio** means either (i) Edgio, as reorganized pursuant to and under the Plan or any successor thereto (or as converted from a corporation to another form of entity, as agreed upon between the Debtors and Lynrock), or (ii) a newly-formed Entity formed to, among other things, directly or indirectly acquire substantially all of the assets and/or stock of the Debtors and, on the Effective Date, issue the New Equity Interests (and, in each case, including any other newly-formed Entity formed to, among other things, effectuate the Restructuring Transactions and issue the New Equity Interests); in each case, as reasonably agreed to by the Debtors and Lynrock.

175. **Restructuring** means the restructuring of the Debtors, the principal terms of which are set forth in the Plan and the Plan Supplement, which shall be consummated pursuant to a Restructuring Transaction.

176. **Restructuring Expenses** means all reasonable and documented fees and expenses of the DIP Lender and the Prepetition Secured Parties incurred in connection with the Chapter 11 Cases and the Restructuring Transactions, including, but not limited to, the reasonable and documented fees and expenses of the Lynrock Advisors and the Prepetition Agent Fees and Expenses, in each case, whether incurred prepetition or postpetition.

177. **Restructuring Transactions** means all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan or any other document contemplated hereby, including, but not limited to, the transactions described in Section 5.6 of this Plan and the Plan Supplement.

178. **Retained Causes of Action** means any Claims or Causes of Action to be retained by, and vest in, the Reorganized Debtors in accordance with Section 5.10 of the Plan and identified in the Plan Supplement; *provided, however*, the Retained Causes of Action shall exclude (i) any Liquidating Trust Causes of Action, which shall be transferred to the Liquidating Trust, and (ii) any Claims or Causes of Action against the DIP Lender or the Prepetition Secured Parties or related to the DIP Obligations or the Prepetition Secured Obligations, all of which are hereby waived.

179. **Sale Process** means the process approved by the Bankruptcy Court for the marketing and sale of the Debtors' assets.

180. **Schedules** means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified, or supplemented from time to time.

181. **Secured Claim** means a Claim (a) secured by a Lien on collateral to the extent of the value of such collateral as (i) set forth in the Plan, (ii) agreed to by the Holder of such Claim and the Debtors, or (iii) determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code, or (b) secured by the amount of any right of setoff of the Holder thereof in accordance with section 553 of the Bankruptcy Code.

182. **Securities Act** means the Securities Act of 1933, as amended.

183. **Security** has the meaning set forth in section 101(49) of the Bankruptcy Code.

184. ***Sharing Agreement*** means the agreement between the Committee and Lynrock regarding the sharing of certain proceeds between Holders of Allowed Lynrock Claims and General Unsecured Claims (as described further in Section 5.8 of the Plan).

185. ***Solicitation Materials*** means the materials transmitted to Holders of Claims in Class 3 and Class 4 in connection with the solicitation of votes to accept or reject the Plan.

186. ***Subordinated Claims*** means any prepetition Claim against the Debtors that is subject to subordination pursuant to section 510 of the Bankruptcy Code or otherwise or any Claim for reimbursement, indemnification, or contribution allowed under section 502 of the Bankruptcy Code on account of such Claim.

187. ***Surety*** means Endurance Assurance Corporation.

188. ***Surety Bond*** means the certain surety bond issued by Endurance Assurance Corporation prior to the Petition Date on behalf of certain of the Debtors.

189. ***Surety Bond Agreements*** has the meaning set forth in Section 8.6 of the Plan.

190. ***Surety Bond Collateral*** means the following related to the Surety Bond Agreements: (a) all returned or unearned premiums, (b) any credits generated, (c) any dividend payments, and (d) any loss payments that reduce unearned premiums.

191. ***Tax Code*** means the Internal Revenue Code of 1986, as amended from time to time.

192. ***U.S. Trustee*** means the Office of the United States Trustee for the District of Delaware.

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

194. ***Unimpaired*** means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of section 1124 of the Bankruptcy Code.

195. ***Uplynk Sale Order*** means the *Corrected Order (I) Authorizing and Approving the Debtors’ Entry into an Asset Purchase Agreement for the Uplynk Business, (II) Authorizing the Sale of the Acquired Assets Free and Clear of All Encumbrances, (III) Approving the Assumption and Assignment of Certain Unexpired Leases and Executory Contracts, and (IV) Granting Related Relief* [Docket No. 434].

196. ***Voting Agent*** means Omni Agent Solutions, Inc., solely in its capacity as the Debtors’ voting agent.

197. ***Voting Deadline*** means the date set by the Bankruptcy Court by which all completed ballots to vote on the Plan must be received.

B. Interpretation; Application of Definitions and Rules of Construction.

Unless otherwise specified, all section or exhibit references in the Plan are to the respective section in, or exhibit to, the Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms herein. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to the Plan as a whole and not to any particular section, subsection, or clause contained therein. The headings in the Plan are for convenience of reference only and shall not limit or otherwise affect the

provisions hereof. For purposes herein: (1) in the appropriate context, each term, whether stated in the singular or 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, (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions, (3) unless otherwise specified, all references herein to “Articles” or “Sections” are references to Articles and Sections hereof or hereto, (4) any effectuating provisions may be interpreted by the Debtors, the Reorganized Debtors or the Liquidating Trust, as applicable, 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; (5) 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, (6) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply, and (7) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

C. Reference to Monetary Figures.

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

D. Controlling Document.

In the event of an inconsistency between the terms and provisions in the Plan (without reference to the Plan Supplement) and the terms and provisions in the Disclosure Statement, the Plan Supplement, any other instrument or document created or executed pursuant to the Plan (including any Definitive Document) or any order (other than the Confirmation Order) referenced in the Plan (or any exhibits, schedules, appendices, supplements or amendments to any of the foregoing), the Plan (without reference to the Plan Supplement) shall govern and control. Notwithstanding anything herein to the contrary, in the event of a conflict between the Confirmation Order, on the one hand, and any of the Plan, the Plan Supplement, or the Definitive Documents, on the other hand, the Confirmation Order shall govern and control in all respects.

ARTICLE II. ADMINISTRATIVE EXPENSE AND PRIORITY CLAIMS.

2.1 *Administrative Expense Claims.*

Requests for Administrative Expense Claims must be Filed by no later than (i) the Initial Administrative Expense Claim Bar Date or (ii) the Final Administrative Expense Bar Date, as and to the extent applicable to such Administrative Expense Claim. Nothing in this Plan shall extend or be deemed to extend the deadline of November 19, 2024, previously fixed by a Bar Date Order for filing Claims entitled to administrative priority status under section 503(b)(9) of the Bankruptcy Code.

Unless otherwise agreed to by the Holders of an Allowed Administrative Expense Claim and the Debtors or the Reorganized Debtors, as applicable, each Holder of an Allowed Administrative Expense Claim (other than Holders of DIP Claims, Professional Fee Claims, Restructuring Expenses and Claims for fees and expenses pursuant to section 1930 of the Judicial Code) will receive in full and final satisfaction of its Administrative Expense Claim an amount of Cash equal to the amount of such Allowed Administrative Expense Claim in accordance with the following: (1) if an Administrative Expense Claim is Allowed as of the Effective Date, on the Effective Date (or, if not then due, when such Allowed Administrative Expense Claim is due or as soon as reasonably practicable thereafter); (2) if such Administrative Expense Claim is not Allowed as of the Effective Date, no later than 30 days after the date

on which such Administrative Expense Claim is Allowed (whether by settlement or by entry of a Final Order), or as soon as reasonably practicable thereafter; (3) 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 Holder of such Allowed Administrative Expense Claim; or (4) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

Holders of Administrative Expense Claims that are required to file and serve a request for payment of such Administrative Expense Claims that do not file and serve such a request by the applicable Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Debtors, the Reorganized Debtors, or the property of any of the foregoing, and such Administrative Expense Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Reorganized Debtors or any notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

2.2 Professional Fee Claims.

(a) All Professionals seeking an award by the Bankruptcy Court of Professional Fee Claims shall file and serve on the Debtors and/or the Reorganized Debtors, and such other Persons who are designated by the applicable Bankruptcy Rules, the Confirmation Order, the Interim Compensation Order, or any other applicable order of the Bankruptcy Court, on or before the date that is forty-five days after the Effective Date, their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred from the Petition Date through the Effective Date. Objections to any Professional Fee Claims must be filed and served on the Reorganized Debtors, the Committee, the U.S. Trustee, Lynrock, and the requesting party no later than twenty-one calendar days after the filing of the final applications for compensation or reimbursement (unless otherwise agreed by Lynrock, the Debtors or the Reorganized Debtors, as applicable, and the party requesting compensation of a Professional Fee Claim).

(b) On or before the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow Account and fund such Professional Fee Escrow Account with cash equal to the Professionals' good faith estimates of their actual, unpaid Professional Fee Claims as of the Effective Date; *provided* that the Professionals shall deliver such good faith estimate to the Debtors no later than three Business Days prior to the Effective Date. Funds held in the Professional Fee Escrow Account shall not be considered property of the Estates or property of the Liquidating Trust; *provided, however*, that the Reorganized Debtors shall have a reversionary interest in the Professional Fee Escrow Account to the extent funds in the Professional Fee Escrow Account exceed the Allowed amount of all Professional Fee Claims. The Professional Fee Escrow Account shall be maintained in trust for the Professionals and for no other Person or Entity until all Professional Fee Claims Allowed by the Bankruptcy Court have been paid in full. Professional Fee Claims shall be paid in full in Cash, in such amounts as are Allowed by order of the Bankruptcy Court (i) within three Business Days of the date upon which an order relating to any such Allowed Fee Claim is entered or (ii) on such other terms as may be mutually agreed upon between the Holder of such an Allowed Professional Fee Claim and the Debtors, Reorganized Debtors, and/or the Liquidating Trust, as applicable. To the extent funds held in the Professional Fee Escrow Account are insufficient to satisfy the amount of Allowed Professional Fee Claims owing to the Professionals, such Professionals shall have an Allowed Administrative Expense Claim for any such deficiency. When all Allowed Professional Fee Claims have been paid in full to the applicable Professionals pursuant to one or more orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account shall promptly be transferred to the Reorganized Debtors without any further notice to or action, order, or approval of the Bankruptcy Court or any other entity.

(c) Except as otherwise specifically provided in the Plan, on and after the Effective Date, the Reorganized Debtors shall pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to negotiation, implementation and consummation of the Plan incurred by such Debtors or Reorganized Debtors (as applicable) on or after the Effective Date in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court. The Reorganized Debtors shall pay, within ten (10) Business Days after submission of a detailed invoice to the Reorganized Debtors, such reasonable Claims for compensation or reimbursement of expenses incurred by the Debtor Professionals. From and after the Effective Date, any requirement that Debtor Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and each Reorganized Debtor may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

2.3 *Priority Tax Claims.*

Except to the extent a Holder of an Allowed Priority Tax Claim agrees to less favorable treatment, each Holder of an Allowed Priority Tax Claim shall receive from the Debtors or the Reorganized Debtors, in full and final satisfaction of such Allowed Priority Tax Claim, Cash in an amount equal to such Allowed Priority Tax Claim on the Effective Date or as soon as practicable thereafter, or such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code. All Allowed Priority Tax Claims that are not due and payable on or before the Effective Date shall otherwise be paid in the ordinary course of business or under applicable non-bankruptcy Law as such obligations become due.

2.4 *DIP Claims.*

On the Effective Date, all DIP Claims shall be deemed Allowed in the full amount of DIP Obligations outstanding as of the Effective Date, including, without limitation, all principal, interest, fees, premiums, and expenses under the DIP Facility.

All DIP Claims that have not been satisfied as of the Effective Date shall be treated as Allowed Class 3 Lynrock Claims under the Plan, consistent with the Global Settlement and Section 4.3 of the Plan.

2.5 *Restructuring Expenses.*

The Restructuring Expenses incurred, or estimated to be incurred, up to and including the Effective Date, shall be paid in full in Cash on the Effective Date or as reasonably practicable thereafter (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with the Plan, without any requirement to file a fee application with the Bankruptcy Court, without the need for itemized time detail, or without any requirement for Bankruptcy Court review or approval. 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 three 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. At least three Business Days prior to the Effective Date, summary invoices for all Restructuring Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors. In addition, the Debtors and the Reorganized Debtors (as applicable) shall continue to pay, when due and payable in the ordinary course, Restructuring Expenses related to the implementation, consummation, and defense of the Plan, whether incurred before, on or after the Effective Date.

ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS.**3.1 Classification in General.**

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under the Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided that* a Claim or Interest is placed 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 in that Class and such Allowed Claim or Allowed Interest has not been satisfied, released, or otherwise settled prior to the Effective Date.

3.2 Grouping of Debtors for Convenience Only.

The Plan groups the Debtors together solely for the purpose of describing treatment 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.

3.3 Summary of Classification.

The following table designates the Classes of Claims against and Interests in each of the Debtors and specifies which of those Classes are (a) Impaired or Unimpaired by the Plan, (b) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code, and (c) presumed to accept or deemed to reject the Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Priority Tax Claims, and DIP Claims have not been classified. The classification of Claims and Interests set forth herein shall apply separately to each of the Debtors. All of the potential Classes for the Debtors are set forth herein. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class or Classes, and such Classes shall be treated as set forth in Section 3.6 of the Plan.

Class	Designation	Treatment	Entitled to Vote
1	Other Secured Claims	Unimpaired	No (Presumed to Accept)
2	Other Priority Claims	Unimpaired	No (Presumed to Accept)
3	Lynrock Claims	Impaired	Yes
4	General Unsecured Claims	Impaired	Yes
5	Intercompany Claims	Unimpaired / Impaired	No (Presumed to Accept/Deemed to Reject)
6	Subordinated Claims	Impaired	No (Deemed to Reject)
7	Edgio Interests	Impaired	No (Deemed to Reject)
8	Intercompany Interests	Unimpaired / Impaired	No (Presumed to Accept/Deemed to Reject)

3.4 Special Provision Governing Unimpaired Claims.

Except as otherwise provided in the Plan, nothing under the Plan shall affect the rights of the Debtors, the Reorganized Debtors, the Liquidating Trust or any other party, 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.

3.5 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 the Class entitled to vote pursuant to Article IV of the Plan. The Debtors shall seek confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan (with the consent of Lynrock and the Committee, which consent shall not be unreasonably withheld) in accordance with Section 12.6 of the Plan to the extent, if any, that confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

3.6 Elimination of Vacant Classes.

Any Class of Claims against or Interests in a Debtor 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 such Debtor's Plan, and disregarded for purposes of determining whether such Debtor's Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to that Class.

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 Debtors shall request the Bankruptcy Court to deem the Plan accepted by the Holders of such Claims or Interests in such Class.

3.7 Intercompany Interests

To the extent Reinstated under the Plan, distributions on account of Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience.

3.8 Controversy Concerning Impairment

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS.

4.1 Other Secured Claims (Class 1).

(a) *Classification:* Class 1 consists of Other Secured Claims.

(b) *Treatment:* Except to the extent a Holder of an Allowed Other Secured Claim against any of the Debtors agrees to a less favorable treatment of such Claim, in full and final satisfaction of such Allowed Other Secured Claim, each Holder of an allowed Other Secured Claim shall receive from the Debtors or the Reorganized Debtors (i) payment in full in Cash, payable on the later of the Effective Date and the date that is ten Business Days after the date on which such Other Secured Claim becomes an allowed Other Secured Claim, in each case, or as soon as reasonably practicable thereafter or (ii) such other

treatment that is acceptable to Lynrock and that renders such Holder's Allowed Other Secured Claim Unimpaired.

(c) *Voting:* Class 1 is Unimpaired, and the Holders of Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of Other Secured Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to Other Secured Claims.

4.2 Other Priority Claims (Class 2).

(a) *Classification:* Class 2 consists of the Other Priority Claims.

(b) *Treatment:* Except to the extent a Holder of an Allowed Other Priority Claim against any of the Debtors agrees to a less favorable treatment of such Claim, in full and final satisfaction of such Allowed Other Priority Claim, each Holder of an allowed Other Priority Claim shall, at the option of the Debtors, (i) be paid by the Debtors or the Reorganized Debtors in full in Cash, or (ii) otherwise receive treatment from the Debtors or the Reorganized Debtors consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code and otherwise acceptable to Lynrock, payable on the later of the Effective Date and the date that is ten Business Days after the date on which such Other Priority Claim becomes an allowed Other Priority Claim, in each case, or as soon as reasonably practicable thereafter.

(c) *Voting:* Class 2 is Unimpaired, and the Holders of Other Priority Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of Other Priority Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Other Priority Claims.

4.3 Lynrock Claims (Class 3).

(a) *Classification:* Class 3 consists of the Lynrock Claims.

(b) *Allowance:* In accordance with the Global Settlement, the Lynrock Claims shall be Allowed in the amount of (i) \$160,971,311.36 (comprised of the \$20 million of Prepetition Junior Term Loan Claims and \$140,971,311.36 of Prepetition Junior Secured Notes Claims) and (ii) all outstanding DIP Claims.

(c) *Treatment:* On the Effective Date, in full satisfaction of all Allowed Lynrock Claims (including any "diminution in value" claims and any deficiency claims, which Lynrock and the Prepetition Agent (as directed by Lynrock, as holder of 100% of the Prepetition Junior Secured Notes

Obligations) have agreed to waive and release) that have not been satisfied as of the Effective Date, each Holder of an Allowed Lynrock Claim shall receive its pro rata share of:

- i. The New Term Loans
- ii. 100% of the New Equity Interests;²
- iii. 90% of any Remaining Sale Proceeds; and
- iv. Class A Liquidating Trust Interests, which shall entitle the Holders of Lynrock Claims to the following distributions:
 - a. 70% of the Liquidating Trust Distributable Proceeds from any Designated Litigation Claims;
 - b. 50% of the Liquidating Trust Distributable Proceeds from any D&O Claims; and
 - c. 50% of the Liquidating Trust Distributable Proceeds from any Auditor Claims.

Consistent with the Global Settlement, in the event the Allowed Lynrock Claims are paid in full from the recoveries as provided in this Section 4.3, the Prepetition Agent (for the benefit of Lynrock, as beneficial holder of 100% of the Prepetition Junior Secured Notes Obligations) shall be entitled to payment of all postpetition interest (at the contractual default rate) due under the Prepetition Junior Secured Notes Documents from such recoveries, to be paid in accordance with the terms of the Prepetition Junior Secured Notes Indenture.

For the avoidance of doubt and consistent with the Global Settlement, as of the Effective Date, Lynrock and the Prepetition Agent (as directed by Lynrock, as Holder of 100% of the Prepetition Junior Secured Notes Obligations) agree to waive any “diminution in value” Claims or deficiency Claims that would otherwise entitle Lynrock and/or the Prepetition Agent to receive distributions as a Holder of an Allowed General Unsecured Claim in Class 4.

(d) *Voting:* Class 3 is Impaired, and the Holders of the Lynrock Claims in Class 3 are entitled to vote to accept or reject the Plan.

4.4 General Unsecured Claims (Class 4).

(a) *Classification:* Class 4 consists of the General Unsecured Claims, excluding, for the avoidance of doubt, any portion of the Lynrock Claims.

(b) *Treatment:* On the Effective Date, except to the extent a Holder of an Allowed General Unsecured Claim agrees to a less favorable treatment of such Claim, in full and final satisfaction,

² The New Equity Interests distributed on account of the Allowed DIP Claims, Prepetition Junior Term Loan Claims, and/or Prepetition Junior Secured Notes Claims shall be determined by dividing the amount of the Allowed DIP Claims, Prepetition Junior Term Loan Claims, and/or Prepetition Junior Secured Notes Claims, as applicable, by the aggregate amount of Allowed Lynrock Claims, and the Holders of such Allowed Claims shall receive a corresponding percentage of the total New Equity Interests to be distributed, based on the Plan Equity Value.

settlement, release, and discharge, each Holder of an Allowed General Unsecured Claim shall receive its Pro Rata share of Class B Liquidating Trust Interests, which interests shall entitle such Holder of an Allowed General Unsecured Claim to its Pro Rata distribution from the GUC Recovery Pool after payment of all Liquidating Trust Expenses and Liquidating Trust GUC Expenses.

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

4.5 Intercompany Claims (Class 5).

(a) *Classification:* Class 5 consists of the Intercompany Claims.

(b) *Treatment:* On the Effective Date, for administrative purposes only, all Intercompany Claims shall be adjusted, reinstated, or discharged as determined by the Debtors in consultation with Lynrock; *provided* such Intercompany Claims shall not be entitled to any recovery under the Plan.

(c) *Voting:* Class 5 is either (i) Unimpaired and such Holders are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired and such Holders are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Claims.

4.6 Subordinated Claims (Class 6).

(a) *Classification:* Class 6 consists of Subordinated Claims.

(b) *Treatment:* On the Effective Date, all subordinated claims, if any, shall be discharged, cancelled, released, and extinguished, and will be of no further force or effect, and Holders of allowed subordinated claims shall not be entitled to any recovery.

(c) *Voting:* Class 6 is Impaired, and the Holders of Subordinated Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Subordinated Claims are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Subordinated Claims.

4.7 Edgio Interests (Class 7).

(a) *Classification:* Class 7 consists of Edgio Interests.

(b) *Treatment:* On the Effective Date, Edgio Interests shall be cancelled, released, and extinguished and will be of no further force or effect, whether surrendered for cancellation or otherwise, and each Holder of an Edgio Interest shall not be entitled to any recovery.

(c) *Voting:* Class 7 is Impaired, and the Holders of Edgio Interests are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Edgio Interests are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Edgio Interests.

4.8 *Intercompany Interests (Class 8).*

(a) *Classification:* Class 8 consists of Intercompany Interests.

(b) *Treatment:* On the Effective Date, for administrative purposes only, all Intercompany Interests shall be adjusted, reinstated, or discharged as determined by the Debtors in consultation with Lynrock; *provided* such interests shall not be entitled to any recovery.

(c) *Voting:* Class 8 is either (i) Unimpaired and such Holders are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, or (ii) Impaired and such Holders are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Interests are not entitled to vote to accept or reject the Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Interests.

ARTICLE V. MEANS FOR IMPLEMENTATION.

5.1 *Substantive Consolidation*

The Debtors' Estates will be consolidated for administrative purposes related to the Plan, including for purposes of (1) implementing the Plan, (2) voting, and (3) calculating and making distributions under the Plan. Entry of the Confirmation Order shall constitute approval by the Bankruptcy Court of such substantive consolidation of the Debtors and their respective Estates for all purposes relating to the Plan and the Liquidating Trust Agreement.

On the Effective Date: (1) all guarantees or responsibility of one Debtor of the obligations of any other Debtor will be eliminated, and all guarantees or responsibility executed by multiple Debtors of the obligations of any other Entity will be consolidated into a single obligation, so that any Claims against any Debtor and any guarantee or responsibility thereof executed by any other Debtor and any joint or several liability of any of the Debtors will be one obligation of the Debtors; and (2) each and every timely Claim filed or to be filed in the Chapter 11 Case of any Debtor will be deemed filed against, and will (to the extent valid against any Debtor) be a single obligation of, the Debtors. This consolidation will not affect (a) the vesting of any of the Debtors' assets in the Liquidating Trust or in any specific Reorganized Debtor; (b) the right to distributions from any Insurance Policies or proceeds of the policies; (c) any Liens granted or arising at any time prior to the Effective Date or the priority of those Liens; (d) any Causes of Action, including the Liquidating Trust Causes of Action, or defenses thereto, which in each case shall survive entry of the Confirmation Order as if there had been no consolidation of the Estates in any respect; or (e) the rights of the Debtors, the Reorganized Debtors, or the Liquidating Trust, to contest setoff or recoupment rights alleged by creditors on the grounds of lack of mutuality under section 553 of the Bankruptcy Code and other applicable Law. The Plan shall not result in the merger or otherwise affect the separate legal existence of each Debtor.

Any alleged defaults under any applicable agreement, including Executory Contracts, with the Debtors arising from the administrative substantive consolidation under the Plan shall be deemed cured as of the Effective Date.

5.2 *General Settlement of Claims.*

Pursuant to section 1123 of the Bankruptcy Code, the Plan is and shall be deemed a good-faith compromise and settlement of all claims, interests, and controversies belonging to the Debtors that are being settled under the Plan. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such claims, interests, and controversies belonging to the

Debtors, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors and their Estates, and is fair, equitable, and reasonable. The compromises, settlements, and releases described herein shall be deemed nonseverable from each other and from all other terms of the Plan. All distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final with respect to such distributions.

5.3 *The Global Settlement.*

As of the Effective Date, the Plan, inclusive of the Global Settlement, which is incorporated herein by reference, represents a full, final, integrated, complete, and good-faith compromise, settlement, release, and resolution of, among other matters, disputes and potential litigation among the Debtors, Lynrock, and the Committee. The Global Settlement is a comprehensive, good-faith compromise and settlement that is the fundamental foundation of the Plan. As such, the Plan shall be deemed a motion to approve the Global Settlement and the good-faith compromise and settlement of the disputes and potential litigation among the Debtors, Lynrock, and the Committee pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute (i) the Bankruptcy Court's approval of the Global Settlement under Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, (ii) a finding by the Bankruptcy Court that the Global Settlement is fair, equitable, reasonable, and in the best interests of each Debtor and its Estate, and (iii) a judicial determination that the Global Settlement is integral to, and not severable from, the Plan.

5.4 *Plan Implementation.*

The Plan implements the Global Settlement and the Restructuring Transactions.

Pursuant to paragraph 4 of the Uplynk Sale Order, Lynrock, as the successful bidder for the Acquired Assets (as defined in the Uplynk Sale Order), has elected to acquire the New Equity Interests through this Plan rather than acquire the Acquired Assets (as defined in the Uplynk Sale Order) pursuant to section 363 of the Bankruptcy Code. In accordance with such election, Lynrock has agreed to consummate the Restructuring Transactions, as set forth in Section 5.5 of the Plan.

5.5 *Restructuring Transactions.*

(a) *New Term Loans*

On the Effective Date, or as soon as reasonably practicable thereafter, the applicable Reorganized Debtors shall incur the New Term Loans under the New Term Loan Facility and the applicable Reorganized Debtors and their applicable direct and indirect subsidiaries shall provide any guarantees thereof and Liens and security interests to secure the same, on the terms set forth in the New Term Loan Credit Documents. Confirmation of the Plan shall be deemed approval of the New Term Loan Facility (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations and guarantees to be incurred and fees paid in connection therewith) and the incurrence of the New Term Loans, and the Reorganized Debtors are authorized to execute and deliver those documents necessary or appropriate to incur the New Term Loans and related guarantees, Liens, and security interests, including entrance into the New Term Loan Credit Documents, without further notice to or order of the Bankruptcy Court, and without any further action or approval being required under applicable Law, regulation, order, or rule, or from any boards, directors, managers, officers or stockholders, subject to such modifications as the Reorganized Debtors may deem to be necessary to consummate the New Term Loan Facility.

On the Effective Date, or as soon as reasonably practicable thereafter, all of the Liens and security interests to be granted in accordance with the New Term Loan Credit 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 Term Loan Credit Documents, (c) shall be deemed automatically perfected on the Effective Date and shall be first-priority Liens subject only to such Liens and security interests as may be expressly permitted under the New Term Loan Credit Documents to have priority over the Liens and security interests securing the obligations under the New Term Loan Facility 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. The Reorganized Debtors 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 (if any) 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).

(b) ***Authorization, Issuance, and Distribution of New Equity Interests.***

On and after the Effective Date, the applicable Reorganized Debtors are authorized to issue, or cause to be issued, and distribute the New Equity Interests in accordance with the terms of Section 4.3 of the Plan without the need for any further corporate, limited liability company, or shareholder action. All of the New Equity Interests distributable under the Plan shall be deemed to be duly authorized, validly issued, and, as applicable, fully paid and non-assessable.

(c) ***Section 1145 Exemption.***

The offer, issuance and distribution of the New Equity Interests to Holders of Lynrock Claims under Section 4.3 of the Plan and the Liquidating Trust Interests (to the extent constituting securities under the Securities Act and other applicable securities Law) to the Liquidating Trust Beneficiaries in accordance with Section 5.8 of the Plan, each shall be exempt pursuant to section 1145(a) of the Bankruptcy Code, without further act or action by any Entity, from registration under (i) section 5 of the Securities Act and all rules and regulations promulgated thereunder and (ii) any Law requiring registration for the offer, issuance or distribution of securities. To the extent section 1145 of the Bankruptcy Code is not applicable, the Reorganized Debtors may rely upon other applicable exemptions from registration.

Under section 1145 of the Bankruptcy Code, any securities issued under the Plan that are exempt from such registration pursuant to section 1145(a) of the Bankruptcy Code other than Liquidating Trust Interests will be unrestricted securities as set forth in section 1145(c) of the Bankruptcy Code and, generally, may be resold without registration under the Securities Act, subject to (i) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act, (ii) compliance with any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments, (iii) the restrictions, if any, on the transferability of such securities and instruments, including any restrictions on the transferability under the terms of the New Governance Documents, and (iv) applicable regulatory approvals. For the avoidance of doubt, nothing contained in this Section 5.5(c) shall modify the terms of Section 5.8 of the Plan.

The availability of the exemption under section 1145 of the Bankruptcy Code or any other applicable securities Laws shall not be a condition to the occurrence of the Effective Date.

Subject to the occurrence of the Effective Date, the Plan and the Confirmation Order shall be deemed to be legal and binding obligations of the applicable Reorganized Debtors in all respects.

Following the Effective Date, the Reorganized Debtors and any Person or Entity receiving securities under the Plan shall comply with all applicable provisions of the securities Laws.

(d) ***Officers and Boards of Directors.***

(i) On the Effective Date, Lynrock shall appoint the New Board of Reorganized Edgio as well as the directors or managers, as applicable, of each of the other Reorganized Debtors. The composition of the New Board shall be disclosed in accordance with section 1129(a)(5) of the Bankruptcy Code.

(ii) Except to the extent a member of the board of directors or managers, as applicable, of a Debtor continues to serve as a director or manager of the respective Reorganized Debtor on and after the Effective Date, the members of the board of directors or managers of each Debtor prior to the Effective Date, in their capacities as such, shall have no continuing obligations to the Reorganized Debtors on or after the Effective Date and each such director or manager will be deemed to have resigned or shall otherwise cease to be a director or manager of the applicable Debtor on the Effective Date.

(iii) Effective as of the Effective Date, each of the directors and managers of the Reorganized Debtors shall have been appointed by Lynrock and shall serve pursuant to the terms of the applicable New Governance Documents and may be replaced or removed in accordance with such New Governance Documents.

5.6 *Restructuring Transactions; Effectuating Documents.*

(a) Following the Confirmation Date or as soon as reasonably practicable thereafter, the Debtors and Lynrock may take all actions as may be necessary or appropriate to effectuate any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including (i) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, cancellation, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan, and the Plan Supplement (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and the Plan Supplement, (iii) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, amendment, amendment and restatement, continuance, cancellation, or dissolution pursuant to applicable Law, (iv) the execution and delivery of the Definitive Documents, (v) the issuance of securities, all of which shall be authorized and approved in all respects in each case without further action or approval being required under applicable Law, regulation, order, or rule, or from any boards, directors, managers, officers or stockholders (vi) the execution of the Liquidating Trust Agreement and implementation of the Liquidating Trust, (vii) the execution and delivery of the New Term Loan Credit Documents and entry into the New Term Loan Credit Agreement, (viii) such other transactions that are necessary or appropriate to implement the Plan in a tax efficient manner, and (ix) 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.

(b) Each officer, member of the board of directors, or manager of the Debtors is, and each officer, member of the board of directors, or manager of the Reorganized Debtors, as applicable, shall be, authorized and directed to issue, execute, deliver, file, or record such contracts, securities, instruments, releases, indentures, and other agreements or documents and take such actions contemplated by Section 5.6(a) of the Plan or as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan and the Plan Supplement and the securities issued pursuant

to the Plan and the Plan Supplement in the name of and on behalf of the applicable Reorganized Debtors, all of which shall be authorized and approved in all respects, in each case, without the need for any further approvals, authorization, consents, or any further action required under applicable Law, regulation, order, or rule (including any action by the stockholders or directors or managers of the Debtors or the applicable Reorganized Debtors), except for those expressly required pursuant to the Plan.

(c) In order to preserve the Reorganized Debtors' ability to utilize any tax attributes that exist immediately prior to or as of the Effective Date, the New Governance Documents or any other charter, bylaws, and other organizational documents may restrict certain transfers of the New Equity Interests.

(d) The Debtors and Lynrock will cooperate in good faith to structure the Restructuring and the Restructuring Transactions in a tax efficient manner including, without limitation, to maximize or preserve any net operating losses and net unrealized built-in asset losses of the Debtors.

5.7 *Continued Corporate Existence; Dissolution.*

Except as otherwise provided in the Plan, in the New Governance Documents, or elsewhere in the Plan Supplement, each of the Debtors, as Reorganized Debtors, shall continue to exist after the Effective Date as a separate corporation or limited liability company, as the case may be, with all the powers of a corporation or limited liability company, as the case may be, pursuant to the applicable Laws of the respective jurisdictions in which they are incorporated or organized and pursuant to the New Governance Documents, as applicable. On or after the Effective Date, each Reorganized Debtor may, in its sole discretion, and without the need for approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, take such actions as may be necessary or appropriate as permitted by applicable Law, instruments and agreements, and such Reorganized Debtor's New Governance Documents, as such Reorganized Debtor may determine is reasonable and appropriate, including, without limitation, causing: (i) a Reorganized Debtor to be merged into another Reorganized Debtor or an Affiliate of a Reorganized Debtor; (ii) a Reorganized Debtor to be converted into another form of Entity under state Law or be dissolved; (iii) the legal name of a Reorganized Debtor to be changed; and/or (iv) the reincorporation of a Reorganized Debtor under the Law of jurisdictions other than the Law under which the Debtor currently is incorporated.

5.8 *Liquidating Trust.*

(a) On or prior to the Effective Date, the Debtors and the Liquidating Trustee shall execute the Liquidating Trust Agreement, which shall be in form and substance consistent with the terms of the Plan and shall otherwise be acceptable to the Debtors, Lynrock and the Committee, and shall take all steps necessary to establish the Liquidating Trust. On the Effective Date the Debtors shall (i) automatically be deemed to have irrevocably transferred and assigned to the Liquidating Trust all of their right, title, and interest in and to the Liquidating Trust Assets, and, in accordance with section 1141 of the Bankruptcy Code, all such Liquidating Trust Assets shall automatically vest in the Liquidating Trust free and clear of all Liens, charges, Claims, encumbrances and interests, for the benefit of the Liquidating Trust Beneficiaries in accordance with the Sharing Agreement and the terms of the Liquidating Trust Agreement, and (ii) transfer the Initial Liquidating Trust Funding, the GUC Recovery Pool Initial Funding Amount, and 10% of the Remaining Sale Proceeds to an account designated by the Liquidating Trust or established by the Liquidating Trust. The Liquidating Trust shall have standing to pursue, assert, litigate, and fully resolve the Liquidating Trust Causes of Action and, to the extent applicable, shall be deemed the assignee of each Debtor under 6 Del. C. §§18-1001 and 18-1002, and neither the Debtors nor the Reorganized Debtors shall have any interest in or with respect to the Liquidating Trust Assets.

(b) The Liquidating Trust shall be established for the purpose of (i) investigating, commencing, litigating, and, with the consent of Lynrock (other than with respect to Avoidance Action Claims), settling Liquidating Trust Causes of Action, (ii) liquidating the Liquidating Trust Assets, (iii) distributing the proceeds of the Liquidating Trust Assets, if any, to the Liquidating Trust Beneficiaries, and (iv) performing such other duties as set forth in the Liquidating Trust Agreement, in each case in accordance with section 301.7701-4(d) of the Treasury Regulations, with no objective to continue or engage in the conduct of a trade or business. The Liquidating Trust shall be structured to qualify as a “liquidating trust” within the meaning of Treasury Regulations Section 301.7701-4(d) and in compliance with Revenue Procedure 94-45, as thus, as a “grantor trust” within the meaning of Sections 671 through 679 of the Tax Code. Accordingly, Liquidating Trust Beneficiaries shall be treated for U.S. federal income tax purposes (1) as direct recipients of undivided interests in the Liquidating Trust Assets (other than to the extent the Liquidating Trust Assets are allocable to Disputed Claims); (2) as having immediately contributed such assets to the Liquidating Trust; and (3) thereafter, as grantors and deemed owners of the Liquidating Trust and thus, the direct owners of an undivided interest in the Liquidating Trust Assets (other than such Liquidating Trust Assets that are allocable to Disputed Claims).

(c) The Sharing Agreement established by and between the Committee and Lynrock as part of the Global Settlement and the terms of the Liquidating Trust Agreement shall govern the distribution of proceeds by the Liquidating Trust for the benefit of the Liquidating Trust Beneficiaries. The terms of the Sharing Agreement are as follows:

- i. The Liquidating Trust shall receive the Initial Liquidating Trust Funding to fund the Liquidating Trust’s administrative operations for the benefit of the Liquidating Trust Beneficiaries; *provided*, that the Initial Liquidating Trust Funding shall not be used to satisfy any Liquidating Trust GUC Expenses;
- ii. The Liquidating Trust shall receive the GUC Recovery Pool Initial Funding Amount to fund (a) Liquidating Trust GUC Expenses, (b) pursuing Liquidating Trust Causes of Action, in accordance with the terms of the Liquidating Trust Agreement and this Plan, including Section 5.8(d) of the Plan; and (c) distributions to holders of Class B Liquidating Trust Interests;
- iii. Liquidating Trust Distributable Proceeds from the D&O Claims shall be shared 50% for the benefit of holders of Class A Liquidating Trust Interests and 50% for the benefit of holders of Class B Liquidating Trust Interests;
- iv. Liquidating Trust Distributable Proceeds from the Designated Litigation Claims shall be shared 70% for the benefit of holders of Class A Liquidating Trust Interests and 30% for the benefit of holders of Class B Liquidating Trust Interests;
- v. Liquidating Trust Distributable Proceeds from the Auditor Claims shall be shared 50% for the benefit of holders of Class A Liquidating Trust Interests and 50% for the benefit of holders of Class B Liquidating Trust Interests;
- vi. The Avoidance Action Claims shall be controlled by the Liquidating Trust, and if any such actions are pursued, Liquidating Trust Distributable Proceeds shall be for the sole benefit of holders of Class B Liquidating Trust Interests;
- vii. Any Remaining Sale Proceeds received on or before the Effective Date shall be shared 90% for the benefit of Lynrock and 10% for the benefit of holders of Class B Liquidating Trust Interests; and

- viii. Lynrock shall receive 100% of Remaining Estate Assets that remain in the Estates on the Effective Date following the satisfaction of all Administrative Expense Claims, Priority Tax Claims, Other Secured Claims and Other Priority Claims.

(d) The Liquidating Trustee, in consultation with Lynrock, may utilize, as the Liquidating Trustee deems appropriate, up to \$2.5 million from the GUC Recovery Pool Initial Funding Amount to fund incremental Liquidating Trust Expenses and the pursuit of any D&O Claims, Auditor Claims, and/or Designated Litigation Claims (the “**Reimbursable Trust Funding**”). To the extent any amount of Reimbursable Trust Funding is used, 100% of such amounts shall be replenished from the proceeds of the D&O Claims, Auditor Claims and/or Designated Litigation Claims, as an expense, prior to allocation of Litigation Trust Distributable Proceeds of such claims as set forth in Section 5.8(c) of the Plan. If the Reimbursable Trust Funding is insufficient to cover the Liquidating Trust Expenses, the Liquidating Trustee, with the consent of the Committee Designee, may utilize such amount of remaining funds from the GUC Recovery Pool Initial Funding Amount, as the Liquidating Trustee deems appropriate, to fund incremental Liquidating Trust Expenses (the “**Non-Reimbursable Trust Funding**”). To the extent any amount of Non-Reimbursable Trust Funding is used with such consent, such amounts shall not be replenished from the proceeds of such D&O Claims, Auditor Claims, and/or Designated Litigation Claims, will not be considered reimbursable Liquidating Trust Expenses, and any such proceeds will otherwise be allocated as set forth in Section 5.8(c) of the Plan; *provided*, that to the extent the Committee Designee does not consent to utilize the Non-Reimbursable Trust Funding to pursue any D&O Claims, Auditor Claims and/or Designated Litigation Claims, the Liquidating Trustee shall, with Lynrock’s consent in its sole discretion, have the option to utilize remaining funds from the GUC Recovery Pool Initial Funding Amount, as the Liquidating Trustee deems appropriate, to fund incremental Liquidating Trust Expenses related to the pursuit of any D&O Claims, Auditor Claims, and/or Designated Litigation Claims, in which case 100% of such funds utilized from the GUC Recovery Pool Initial Funding Amount shall be treated as Reimbursable Trust Funding. Notwithstanding the above, the GUC Recovery Pool Initial Funding Amount shall never be less than \$1 million without the consent of the Committee Designee. At any time, the Liquidating Trustee may, with the consent of Lynrock and the Committee Designee, obtain litigation financing, which shall be on terms and conditions, and in form and substance, acceptable to the Liquidating Trustee and Lynrock. To the extent the Liquidating Trust obtains litigation financing, the proceeds of such applicable litigation shall be used to satisfy such litigation financing prior to making sharing allocation set forth in Section 5.8(c) of the Plan.

(e) The Liquidating Trust shall be administered by the Liquidating Trustee in accordance with the Liquidating Trust Agreement. The Liquidating Trust Agreement may establish certain powers, duties, and authorities in addition to those explicitly stated herein, but only to the extent that such powers, duties, and authorities do not affect the status of the Liquidating Trust as a liquidating trust for United States federal income tax purposes as discussed below. Upon the execution of the Liquidating Trust Agreement, the Liquidating Trustee shall be authorized to take all steps necessary or appropriate to establish the administration and operation of the Liquidating Trust. The Liquidating Trustee shall serve as representative of the Estates under section 1123(b) of the Bankruptcy Code for the purpose of (i) enforcing the Liquidating Trust Causes of Action and (ii) administering the Liquidating Trust and facilitating the distribution of its assets to the Liquidating Trust Beneficiaries, in each case in accordance with and subject to the terms of the Liquidating Trust Agreement and the Sharing Agreement.

(f) The Liquidating Trust Interests are not intended to be “securities” under the Securities Act or other applicable securities Laws and shall be non-transferable other than if transferred by will, intestate succession, or otherwise by operation of law.

(g) In pursuing any Liquidating Trust Causes of Action, the Liquidating Trustee shall be deemed a trustee for all purposes under section 108 of the Bankruptcy Code, shall be entitled to the

tolling provisions provided under section 108 of the Bankruptcy Code, and shall succeed to the Debtors' rights with respect to the periods in which any of the Liquidating Trust Causes of Action may be brought under section 546 of the Bankruptcy Code. In furtherance of the Plan, (i) the terms of the Liquidating Trust shall be set forth in the Liquidating Trust Agreement, (ii) the Liquidating Trust shall be structured to qualify as a "liquidating trust" within the meaning of section 301.7701-4(d) of the Treasury Regulations and in compliance with Rev. Proc. 94-45, 1994-2 C.B. 684, and, thus, as a "grantor trust" within the meaning of sections 671 through 679 of the Tax Code, consistent with the terms of the Plan, (iii) all parties (including the Debtors, the Reorganized Debtors, the Liquidating Trust Beneficiaries, and the Liquidating Trustee) shall report consistently with such treatment (including the deemed receipt of the underlying assets, subject to applicable liabilities and obligations, by the Holders of Allowed Lynrock Claims and Allowed General Unsecured Claims, as applicable, followed by the deemed transfer of such assets to the Liquidating Trust), (iv) all parties shall report consistently with the valuation of the assets transferred to Liquidating Trust as determined by the Liquidating Trustee (or its designee), (v) the Liquidating Trustee shall be responsible for filing returns for the trust as a grantor trust pursuant to section 1.671-4(a) of the Treasury Regulations, and (vi) the Liquidating Trustee shall annually send to each Holder of a Liquidating Trust Interest a separate statement regarding the receipts and expenditures of the Liquidating Trust as relevant for federal income tax purposes.

(h) Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Liquidating Trustee of a private letter ruling if the Liquidating Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the trustee), the Liquidating Trustee may (x) timely elect to treat any portion of the Liquidating Trust allocable to Disputed Claims as a "disputed ownership fund" governed by section 1.468B-9 of the Treasury Regulations (and make any appropriate elections), (y) file such tax returns (including but not limited to the filing of a separate federal tax return for the "disputed ownership fund") and pay such taxes as may be required consistent with such treatment and (z) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. If a "disputed ownership fund" election is made, all parties (including the Debtors, the Reorganized Debtors, the Liquidating Trust Beneficiaries and the Liquidating Trustee) shall report for United States federal, state, and local income tax purposes consistently with the foregoing. The Liquidating Trustee may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for or on behalf of the Liquidating Trust for all taxable periods through the date on which final distributions are made.

(i) The Liquidating Trust shall also be vested with the Debtors' rights and the Committee's rights, as such rights existed prior to the Effective Date, to conduct discovery and oral examinations of any party under Bankruptcy Rule 2004 to the extent necessary to pursue the Liquidating Trust Causes of Action. The Liquidating Trust, however, shall not be considered a successor of any Debtor and shall not assume any obligations of the Debtors other than expressly provided for by the Plan and the Liquidating Trust Agreement. Notwithstanding the foregoing, except as otherwise set forth in the Liquidating Trust Agreement, the Liquidating Trust shall not be permitted to seek relief under Bankruptcy Rule 2004 as against (i) the Debtors or the Reorganized Debtors, (ii) any current employees, officers or directors of the Debtors or the Reorganized Debtors, (iii) the DIP Lender, or (iv) the Prepetition Secured Parties; *provided, however*, that the Reorganized Debtors and any current employees, officers or directors of the Reorganized Debtors shall be required to cooperate with reasonable requests made by Liquidating Trust for documents and information relevant to the Liquidating Trust's investigation of Liquidating Trust Causes of Action pursuant to the Liquidating Trust Agreement. For the avoidance of doubt, nothing herein shall restrict the rights of the Liquidating Trust to seek discovery of any party through means other than Bankruptcy Rule 2004.

(j) Each officer or director of the Debtors who receives a request (including by email from counsel to the Debtors) from the Debtors, acting with the consent of Lynrock and the Committee, to

be a Cooperating D&O shall be considered a Released Party³ only upon his or her execution of, and during his or her compliance with, a Cooperation Agreement. Except as set forth in this Section 5.8(j), no person (including the Liquidating Trust and the Reorganized Debtors) shall pursue any Liquidating Trust Cause of Action (including any D&O Claim) or any other claim or Cause of Action that is the subject of the releases set forth in Section 10.6(a) of the Plan against any Cooperating D&O. In the event that any Cooperating D&O, as reasonably determined by the Liquidating Trust, is in breach of his or her Cooperation Agreement, the Liquidating Trust shall provide a Cooperation Default Notice to the Cooperating D&O. If the Cooperating D&O does not cure the alleged default prior to the expiration of the Cooperating D&O Cure Period, the Cooperating D&O shall no longer be considered a Cooperating D&O or a Released Party. No later than twenty calendar days after delivery of the Cooperation Default Notice, the Cooperating D&O may file a Cooperation D&O Dispute Motion, and the Liquidating Trust shall consent to a hearing on such motion on shortened notice of no less than five days. Upon entry of an order granting such Cooperating D&O Dispute Motion, the Cooperating D&O shall continue to be, or will be reinstated as, a Cooperating Party and a Released Party, and shall have all the benefits of the releases set forth in Section 10.6 of the Plan.

(k) The Liquidating Trust shall be vested with all legal privileges, including the attorney client privilege and attorney work product, held by the Debtors or the Committee relating to the Liquidating Trust Assets and any Claim subject to the Class 4 Claims Reconciliation Process. The Reorganized Debtors shall be vested with all privileges, including the attorney client privilege and attorney work product, held by the Debtors relating to all assets that are not Liquidating Trust Assets.

(l) On the Effective Date, and subject to the terms of the Akamai Sale Order, the Uplynk Sale Order, the Patent Sale Order or the Private Sale Order and any other order approving a sale of any of the Debtors' assets, the Debtors shall transfer, or provide copies of, their books and records relating to the Liquidating Trust Causes of Action and any Claim subject to the Class 4 Claims Reconciliation Process to the Liquidating Trust.

(m) The Liquidating Trust Agreement shall also provide, in substance, the following:

(i) The Liquidating Trust shall be responsible for conducting the Class 4 Claims Reconciliation Process. The Liquidating Trust shall be responsible for the payment of all costs and expenses associated with the Class 4 Claims Reconciliation Process, including the fees and expenses incurred by professionals selected by the Liquidating Trust in connection with the Class 4 Claims Reconciliation Process. All costs and expenses associated with the Class 4 Claims Reconciliation Process shall be paid from the GUC Recovery Pool.

(ii) The Liquidating Trust shall have standing in the Chapter 11 Cases in respect of any Claims and the Class 4 Claims Reconciliation Process, including the right to object to General Unsecured Claims.

³ For the avoidance of doubt, and subject to the terms of this Section 5.8(j), each Cooperating D&O shall be deemed a Related Party of the Debtors and, accordingly, a Released Party under Section I.A.169 of the Plan. However, Cooperating D&Os shall not be considered independent Released Parties, and, as such, none of the Cooperating D&Os' respective Related Parties shall receive releases from any liabilities under the Plan.

(iii) The Liquidating Trust shall, as may be reasonably requested by the Reorganized Debtors, provide the Reorganized Debtors general updates as to the status of the Class 4 Claims Reconciliation Process.

(iv) The Liquidating Trust shall have the right to seek relief from the Bankruptcy Court in the event of any dispute or controversy related to the Liquidating Trust Agreement.

(n) Limitation of Liability

Neither the Liquidating Trust, Liquidating Trustee, nor their firms, companies, affiliates, partners, officers, directors, members, employees, designees, professionals, advisors, attorneys, representatives, disbursing agents or agents, and any of such Person's successors and assigns, shall incur any responsibility or liability by reason of any error of law or fact or of any matter or thing done or suffered or omitted to be done under or in connection with this Plan, the Confirmation Order, or the Liquidating Trust Agreement, other than for specific actions or omissions resulting from its willful misconduct, gross negligence or fraud found by a Final Order (not subject to further appeal or review) of a court of competent jurisdiction to be the direct and primary cause of loss, liability, damage, or expense suffered by the Liquidating Trust. The Liquidating Trustee shall enjoy all of the rights, powers, immunities, and privileges applicable to a chapter 7 trustee. The Liquidating Trust, acting by and through the Liquidating Trustee, may, in connection with the performance of its functions, in its sole and absolute discretion, consult with its attorneys, accountants, advisors, and agents, and shall not be liable for any act taken, or omitted to be taken, or suggested to be done in accordance with advice or opinions rendered by such persons, regardless of whether such advice or opinions are in writing. Notwithstanding such authority, neither the Liquidating Trust nor the Liquidating Trustee shall be under any obligation to consult with any such attorneys, accountants, advisors, or agents, and any determination not to do so shall not result in the imposition of liability on the Liquidating Trust or the Liquidating Trustee unless such determination of liability is based on willful misconduct, gross negligence, or fraud. Persons dealing with the Liquidating Trust or Liquidating Trustee shall look only to the Liquidating Trust Assets to satisfy any liability incurred by the Liquidating Trust or Liquidating Trustee to such person in carrying out the terms of this Plan, Confirmation Order, or the Liquidating Trust Agreement, and neither the Liquidating Trust nor the Liquidating Trustee shall have any personal obligation to satisfy such liability.

(o) Indemnification

The Liquidating Trust shall indemnify the Liquidating Trust Indemnified Parties for, and shall hold them harmless against, any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost, or expense (including the reasonable fees and expenses of their respective professionals) incurred without fraud, gross negligence or willful misconduct on the part of the Liquidating Trust Indemnified Parties (which fraud, gross negligence or willful misconduct, if any, must be determined by a Final Order of a court of competent jurisdiction) for any action taken, suffered, or omitted to be taken by the Liquidating Trust Indemnified Parties in connection with the acceptance, administration, exercise, and performance of their duties under this Plan, Confirmation Order, or the Liquidating Trust Agreement, as applicable. An act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute fraud, gross negligence or willful misconduct. In addition, the Liquidating Trust shall, to the fullest extent permitted by law, indemnify and hold harmless the Liquidating Trust Indemnified Parties, from and against and with respect to any and all liabilities, losses, damages, claims, costs, and expenses, including attorneys' fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, with respect to the Liquidating Trust or the implementation or administration of this Plan, if the Liquidating Trust Indemnified Party acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Liquidating Trust.

To the extent the Liquidating Trust indemnifies and holds harmless any Liquidating Trust Indemnified Parties as provided above, the legal fees and related costs incurred by counsel to the Liquidating Trust in monitoring or participating in the defense of such claims giving rise to the right of indemnification shall be paid as Liquidating Trust Expenses. The costs and expenses incurred in enforcing the right of indemnification in this Section 5.8(o) of the Plan shall be paid by the Liquidating Trust. This provision shall survive the termination of the Liquidating Trust or Liquidating Trust Agreement, and the death, dissolution, liquidation, resignation, replacement, or removal of the Liquidating Trustee.

5.9 Cancellation of Existing Securities and Agreements.

(a) Except for the purpose of evidencing a right to a distribution under the Plan and except as otherwise set forth in the Plan, including with respect to any Executory Contracts or Unexpired Leases that will be assumed or assumed and assigned by the Debtors (only if all Cure Amounts have been paid in full), on the Effective Date, all agreements, instruments, and other documents evidencing any Claim or Interest, and any rights of any Holder in respect thereof shall be deemed cancelled, discharged, and of no force or effect and the obligations of the Debtors thereunder shall be deemed fully satisfied, released, terminated and of no further force or effect, without further act or action, and the Debtors and the Reorganized Debtors shall not have any continuing obligations thereunder. The Holders of or parties to such cancelled instruments, Securities, and other documentation shall have no rights arising from or related to such instruments, Securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to the Plan.

(b) Notwithstanding such cancellation and termination and the releases contained in Article X of the Plan, the DIP Documents, the Prepetition Junior Term Loan Credit Documents and the Prepetition Junior Secured Notes Documents shall continue in effect solely to the extent necessary to (i) allow the Holders of Allowed DIP Claims, Prepetition Junior Term Loan Claims and Prepetition Junior Secured Notes Claims to receive distributions under the Plan, (ii) allow and preserve the rights of the Debtors, the Reorganized Debtors, the Non-Class 4 Disbursing Agent and the Prepetition Agent, as applicable, to make post-Effective Date distributions (if any) or take such other action pursuant to the Plan on account of the Allowed DIP Claims, Allowed Prepetition Junior Term Loan Claims and Allowed Prepetition Junior Secured Notes Claims, as applicable, and to otherwise exercise their rights and discharge their obligations relating to the interests of the Holders of such Claims in accordance with the Plan, (iii) allow Holders of DIP Claims, Prepetition Junior Term Loan Claims, Prepetition Junior Secured Notes Claims and the Prepetition Agent to retain their respective rights and obligations vis-à-vis other Holders of Claims pursuant to any applicable DIP Document, Prepetition Junior Term Loan Credit Documents and Prepetition Junior Secured Notes Documents, including with respect to indemnification, participations or contribution from other Holders of Claims, pursuant and subject to the terms of such documents, (iv) preserve the DIP Lender's and the Prepetition Secured Parties' rights to any contingent or indemnification obligations of the Debtors pursuant and subject to the terms of the DIP Term Sheet, DIP Orders, the Prepetition Junior Term Loan Credit Agreement and/or the Prepetition Junior Secured Notes Indenture, (v) permit the Prepetition Agent to perform any function necessary to effectuate the foregoing (which shall be at the reasonable request and at the expense of the Debtors, the Reorganized Debtors or the Non-Class 4 Disbursing Agent, as applicable) and to permit the Prepetition Agent to seek compensation and reimbursement for any function necessary to effectuate the foregoing, (vi) to preserve any rights of the Prepetition Agent to payment of fees, expenses and indemnification obligations as against any distributions, including any rights to priority of payment and/or to exercise charging liens pursuant to the Prepetition Junior Secured Notes Indenture and enforce its rights, claims and interests vis-à-vis any party other than the Debtors, and (vii) permit the Prepetition Agent to appear in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court relating to the DIP Documents and the Prepetition Junior Secured Notes Documents, as applicable. Nothing in this Section 5.9 of the Plan shall affect a cancellation of the

New Term Loans, any New Equity Interests or, to the extent not cancelled and discharged in accordance with Article IV of the Plan, any Intercompany Interests or Intercompany Claims.

(c) Notwithstanding the foregoing, any provision in any document, instrument, lease, or other agreement that causes or effectuates, or purports to cause or effectuate, a default, termination, waiver, or other forfeiture of, or by, the Debtors of their interests, as a result of the cancellations, terminations, satisfaction, releases, or discharges provided for in this Section 5.9 of the Plan shall be deemed null and void and shall be of no force and effect.

(d) On and after the Effective Date, the Prepetition Junior Secured Notes Indenture shall be automatically terminated and the Prepetition Agent shall be released and discharged from all duties and responsibilities (i) unless otherwise specifically set forth in or provided for under the Plan, the Plan Supplement, or the Confirmation Order, and (ii) except with respect to such other rights of the Prepetition Agent that, pursuant to the DIP Documents or the Prepetition Junior Secured Notes Documents, as applicable, survive the termination of thereof. Subsequent to the performance by the Prepetition Agent of its obligations pursuant to the Plan and Confirmation Order, the Prepetition Agent and its agents, representatives and professionals shall be relieved of all further duties and responsibilities related to the Prepetition Junior Secured Notes Documents or the DIP Documents, as applicable. The Prepetition Agent shall be deemed to have received any necessary direction to effectuate the terms of the Plan.

(e) Upon the final distribution in accordance with Article VI hereof, there will be no further distributions on account of any Prepetition Junior Secured Notes Claims and, at the request of the Prepetition Agent, DTC shall take down the relevant position relating to the Prepetition Junior Secured Notes without any requirement of indemnification or security on the part of the Debtors, the Reorganized Debtors, the Prepetition Agent, or any other Entity.

(f) If the record Holder of any Prepetition Junior Secured Notes is DTC or its nominee or another securities depository or custodian thereof, and such Prepetition Junior Secured Notes are represented by a global security held by or on behalf of DTC or such other securities depository or custodian, then each such Holder of the Prepetition Junior Secured Notes shall be deemed to have surrendered such Holder's note, debenture, or other evidence of indebtedness upon surrender of such global security by DTC or such other securities depository or custodian thereof.

5.10 Retention of Causes of Action.

In accordance with section 1123(b) of the Bankruptcy Code, (a) following the Effective Date, the applicable Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Retained Causes of Action that are not (i) Liquidating Trust Causes of Action or (ii) any Claims or Causes of Action against the DIP Lender or the Prepetition Secured Parties or related to the DIP Obligations or the Prepetition Secured Obligations, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute, or settle such Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, and the Reorganized Debtors may pursue such Retained Causes of Action, as appropriate, in accordance with the best interests of the Reorganized Debtors; (b) following the Effective Date, the Liquidating Trust shall retain and may enforce all rights to commence, pursue, and, with the consent of Lynrock (other than with respect to Avoidance Action Claims), settle, as appropriate, any and all Liquidating Trust Causes of Action, and (c) all Claims and Causes of Action against Lynrock or the Prepetition Agent or related to the DIP Obligations or the Prepetition Secured Obligations shall be forever waived and released. **No Person may rely on the absence of a specific reference in this Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors, the Reorganized Debtors, or the Liquidating Trust, as applicable, will not pursue any and all available Causes of Action against such Person.** Except with respect to

Causes of Action against any Person which Person was released by the Debtors or the Reorganized Debtors on or before the Effective Date (including pursuant to this Plan), the applicable Reorganized Debtors expressly reserve all rights to prosecute any and all Retained Causes of Action against any Person, except as otherwise expressly provided in this Plan. The Liquidating Trust expressly reserves all rights to prosecute any and all Liquidating Trust Causes of Action. Unless any Causes of Action against a Person are expressly waived, relinquished, exculpated, released, compromised, transferred (including to the Liquidating Trust), or settled in this Plan or a Final Order of the Bankruptcy Court, (i) the Reorganized Debtors expressly reserve all Retained Causes of Action for later adjudication; and (ii) the Liquidating Trust expressly reserves all Liquidating Trust Causes of Action for later adjudication, and therefore, in each case, 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 of this Plan. For the avoidance of doubt, notwithstanding anything contained in this Plan to the contrary, on the Effective Date, the Liquidating Trust Causes of Action shall be transferred to, and vest in, the Liquidating Trust, and shall not be retained by the Reorganized Debtors.

5.11 Cancellation of Liens.

Except as otherwise specifically provided herein or in the New Term Loan Credit Documents, upon the satisfaction in full, in Cash or otherwise, of a Secured Claim, any Lien securing any Secured Claim that is satisfied in full, in Cash or otherwise, shall be deemed released, and the Holder of such Secured Claim shall be authorized and directed to (i) release any collateral or other property of the Debtors (including any Cash collateral) held by such Holder, at the sole cost and expense of the Reorganized Debtors, and to (ii) take such actions as may be reasonably requested by the Debtors or the Reorganized Debtors, to evidence the release of such Lien, including the execution, delivery and filing or recording of such releases as may be reasonably requested by the Debtors or the Reorganized Debtors, in the case of each of clauses (i) and (ii), at the sole cost and expense of the Reorganized Debtors and without recourse, representation or warranty of any kind.

5.12 Employee Matters.

Unless otherwise provided herein and subject to Article V of the Plan, as may be applicable:

(a) The Debtors shall reject on the Effective Date (x) the Benefit Plans unless otherwise included on the Assumption Schedule and (y) all Employment Agreements unless otherwise included on the Assumption Schedule;

(b) Any and all employee equity incentive plans, employee stock purchase plans, any other plan relating to options, stock appreciation rights, restricted stock units, performance stock units, performance stock awards, restricted stock, phantom stock, stock bonuses, other similar agreements or plans relating to equity, equity-linked or other Securities of the Debtors or that have a value that is related to any such equity or other ownership interest in any of the Debtors or their non-Debtor Affiliates, in each case, that are outstanding prior to Effective Date (the “*Employee Interests*”) shall be cancelled, terminated and of no further force or effect, without further act or action, and the Debtors, their non-Debtor Affiliates and the Reorganized Debtors and their Affiliates shall not have any continuing obligations thereunder. For the avoidance of doubt, if any Benefit Plan or Employment Agreement is assumed and such Benefit Plan or Employment Agreement provides in part for an award or potential award of Employee Interests in the Debtors, such Benefit Plan or Employment Agreement shall be assumed in all respects other than the provisions of such agreement relating to Employee Interest awards.

5.13 *Nonconsensual Confirmation*

The Debtors intend to undertake to have the Bankruptcy Court confirm the Plan under section 1129(b) of the Bankruptcy Code as to any Classes that reject or are deemed to reject the Plan.

5.14 *Closing of Chapter 11 Cases.*

After the Effective Date, the Reorganized Debtors may seek authority from the Bankruptcy Court to close any applicable Chapter 11 Case(s) in accordance with the Bankruptcy Code and Bankruptcy Rules.

5.15 *Notice of Effective Date.*

As soon as practicable, but not later than three Business Days following the Effective Date, the Debtors shall file a notice of the occurrence of the Effective Date with the Bankruptcy Court. Such notice shall contain, among other things, the Final Administrative Expense Bar Date, the deadline by which Professionals must file and serve any Professional Fee Claims and the deadline to file a proof of Claim relating to damages from the rejection of any Executory Contract pursuant to the terms of the Plan.

5.16 *Separability.*

If the Bankruptcy Court does not confirm the Plan with respect to one or more Debtors, it may still, subject to the consent of the applicable Debtors, the Committee and Lynrock, confirm the Plan with respect to any other Debtor that satisfies the confirmation requirements of section 1129 of the Bankruptcy Code.

ARTICLE VI. DISTRIBUTIONS.

6.1 *Distributions Generally.*

Unless otherwise provided in the Plan or the Liquidating Trust Agreement, on the Effective Date (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim) each Holder of an Allowed Claim shall receive the full amount of the distributions that the Plan provides for Allowed Claims in each applicable Class and in the manner provided in the Plan. If any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan and the applicable provisions of the Liquidating Trust Agreement.

(a) Initial Distribution Date

On the Effective Date, or as soon as reasonably practicable thereafter, the Disbursing Agents shall commence distributions under the Plan on account of each Claim that is Allowed on or prior to the Effective Date.

(b) Subsequent Distribution Dates

The Disbursing Agents, as applicable, shall identify, in its discretion and in accordance with the Plan and the Liquidating Trust Agreement, Distribution Dates for the purpose of making additional

distributions under the Plan. On each such Distribution Date, the Disbursing Agents, as applicable, shall make distributions in accordance with the Plan and Liquidating Trust Agreement.

6.2 *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. Any purported transfer of the Claims or Interests occurring on or after the Distribution Record Date shall have no force or effect and the Debtors, the Reorganized Debtors, and the Liquidating Trust shall have no obligation to recognize any such transfer. In addition, with respect to payment of any Cure Amounts or disputes over any Cure Amounts, neither the Debtors nor the Disbursing Agents 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 close of business on the Distribution Record Date, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

6.3 *Distributions on Account of Prepetition Junior Secured Notes Claims*

Notwithstanding any provision of the Plan to the contrary, (i) non-Cash distributions made on account of Prepetition Junior Secured Notes Claims may be made directly by the Debtors or the Reorganized Debtors, as applicable, to DTC, as the holder of record of the Prepetition Junior Secured Notes as of the Distribution Record Date, for the benefit of Lynrock, as beneficial holder of the Prepetition Junior Secured Notes, but also may be made in book entry format or other individualized form outside of the facilities of DTC that is acceptable to Lynrock and Reorganized Edgio, and (ii) distributions of Cash made on account of Prepetition Junior Secured Notes Claims shall be made to or at the direction of the Prepetition Agent for further distribution in accordance with the terms of the Prepetition Junior Secured Notes Indenture. Such distributions shall be subject in all respects to the rights of the Prepetition Agent to assert its charging lien against such distributions as set forth in the Prepetition Junior Secured Notes Indenture. The Prepetition Agent shall have no duties or responsibility relating to any form of distribution that is not DTC eligible and the Debtors, the Reorganized Debtors or the Liquidating Trust, as applicable, shall seek the cooperation of DTC so that any distribution on account of an Prepetition Secured Notes Claims that is held in the name of, or by a nominee of, DTC, shall be made through the facilities of DTC on the Effective Date of the Plan, or as soon as reasonably practicable thereafter. In no event shall the Prepetition Agent (in any capacity) be responsible for any manual, paper, or similar physical, and/or individualized method of distribution or other method of distribution that is not customary for the Prepetition Agent under the circumstances. The Prepetition Agent shall not incur any liability whatsoever on account of any distributions under the Plan. The Reorganized Debtors shall reimburse the Prepetition Agent for any reasonable and documented fees and expenses (including the reasonable and documented fees and expenses of its counsel and agents) incurred on or after the Effective Date in connection with the implementation of the Plan, including making distributions pursuant to, and in accordance with, the Plan, without the need for further approval or order of the Bankruptcy Court.

6.4 *Disbursing Agents.*

Distributions under the Plan shall be made by the applicable Disbursing Agent. The Disbursing Agents shall not be required to give any bond or surety or other security for the performance of their duties. The Debtors and the Reorganized Debtors, as applicable, shall use commercially reasonable efforts to provide the Class 4 Disbursing Agents with the amounts of General Unsecured Claims and the identities and addresses of Holders of such Claims as of the Distribution Record Date, in each case, as set forth on the Claims register. The Disbursing Agents shall cooperate in good faith with one another to comply with the reporting and withholding requirements outlined in Section 6.18 of the Plan.

6.5 *Rights and Powers of Disbursing Agents.*

(a) No Holder of a Claim or Interest or other party in interest shall have or pursue any claim or Cause of Action against either of the Disbursing Agents, solely in their capacities as such, for making payments in accordance with the Plan or for implementing provisions of the Plan, except for actions or omissions to act arising out of the intentional fraud, gross negligence or willful misconduct of such Disbursing Agents. All amounts due under this indemnification shall be payable within thirty days after demand therefor or as promptly as practicable thereafter.

(b) The Disbursing Agents shall be empowered to (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform their duties hereunder, (ii) make applicable distributions contemplated hereby or under the Liquidating Trust Agreement, (iii) employ professionals to represent them with respect to their responsibilities, and (iv) exercise such other powers as may be vested in the Disbursing Agents by order of the Bankruptcy Court, pursuant to the Plan or the Liquidating Trust Agreement, or as deemed by the Disbursing Agents to be necessary and proper to implement the provisions of the Plan. All parties in interest including, but not limited to, the Prepetition Agent, the Liquidating Trust, and any applicable transfer agent responsible for the distribution of the New Equity Interests, shall cooperate in good faith with the applicable Disbursing Agents in connection with carrying out the distributions and related responsibilities contemplated hereunder.

6.6 *Expenses of Class 4 Disbursing Agent.*

Neither the Debtors nor the Reorganized Debtors will be responsible for paying any fees or expenses (including for reasonable attorneys' and other professional fees and expenses) incurred by the Class 4 Disbursing Agent in connection with distributions to Holders of Allowed General Unsecured Claims, all of which shall be paid by the Liquidating Trust from the GUC Recovery Pool.

6.7 *No Postpetition Interest on Claims.*

Except as provided in Section 4.3 of the Plan or as otherwise provided in the Confirmation Order, another order of the Bankruptcy Court or required by the Bankruptcy Code, interest shall not accrue or be paid on any Claims on or after the Petition Date, *provided that*, in the event the Allowed Lynrock Claims are paid in full from the sources of recoveries provided for such Claims under the Plan, the Prepetition Agent (for the benefit of Lynrock, as beneficial holder of 100% of the Prepetition Secured Notes Obligations) shall be entitled to payment of all postpetition interest (at the contractual default rate) due under the Prepetition Junior Secured Notes Documents from such sources of value.

6.8 *Delivery of Distributions.*

Subject to Sections 6.9 and 6.10 of the Plan, in the event that any distribution to any Holder is returned as undeliverable, no further distributions shall be made to such Holder unless and until the applicable Disbursing Agent, is notified in writing of such Holder's then-current address, at which time all currently-due, missed distributions shall be made to such Holder as soon as reasonably practicable thereafter, without interest. Nothing herein shall require the Disbursing Agents to attempt to locate Holders of undeliverable distributions and, if located, assist such Holders in complying with Section 6.18 of the Plan.

6.9 *Unclaimed Property.*

Undeliverable distributions or unclaimed distributions shall remain in the possession of the Liquidating Trust or the Reorganized Debtors, as applicable, until such time as a distribution becomes deliverable or the Holder accepts distribution, or such distribution reverts back to the Liquidating Trust or

the Reorganized Debtors, as applicable, and shall not be supplemented with any interest, dividends, or other accruals of any kind. Such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of 60 days from the date of distribution. After such date, and notwithstanding any other provision of the Plan, all unclaimed property or interest in property shall revert to the Reorganized Debtors or the Liquidating Trust, as applicable, and the Claim of any other Holder to such property or interest in property shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary.

6.10 *Time Bar to Cash Payments.*

Checks issued by either Disbursing Agent in respect of Allowed Claims shall be null and void if not negotiated within 90 days after the date of issuance thereof. Thereafter, the amount represented by such voided check shall irrevocably revert to the Reorganized Debtors or the Liquidating Trust, as applicable, and any Claim in respect of such voided check shall be discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary. Requests for re-issuance of any check within 90 days after issuance shall be made to the applicable Disbursing Agent by the Holder of the Allowed Claim to whom such check was originally issued.

6.11 *Manner of Payment under Plan.*

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

6.12 *Satisfaction of Claims.*

Except as otherwise specifically provided in the Plan, any distributions and deliveries to be made on account of Allowed Claims under and in accordance with the terms and conditions of the Plan shall be in complete and final satisfaction, settlement, and discharge of and exchange for such Allowed Claims.

6.13 *Fractional Stock and Notes.*

No fractional New Equity Interests shall be distributed, and no Cash shall be distributed in lieu of such fractional amounts. If any distributions of New Equity Interests pursuant to the Plan would result in the issuance of a fractional share or equity interest of a New Equity Interest, then the number of shares or equity interests of New Equity Interests to be issued in respect of such distribution will be calculated to one decimal place and rounded up or down to the closest whole share equity interest (with a half share, equity interest or greater rounded up and less than a half share, equity interest rounded down). The total number of shares or equity interests of New Equity Interests, as applicable, to be distributed in connection with the Plan shall be adjusted as necessary to account for the rounding provided for in this Section 6.13 of the Plan. No consideration shall be provided in lieu of fractional shares or equity interests that are rounded down. The Disbursing Agents shall not have any obligation to make a distribution that is less than one share or equity interest of New Equity Interests. Any New Equity Interest that is not distributed in accordance with this Section 6.13 of the Plan shall be returned to, and ownership thereof shall vest in, Reorganized Edgio.

6.14 *Minimum Cash Distributions.*

The Disbursing Agents shall not be required to make any distribution of Cash less than \$100 to any Holder of an Allowed Claim; *provided* that if any distribution is not made pursuant to this Section 6.14 of

the Plan, such distribution shall be added to any subsequent distribution to be made on behalf of such Holder's Allowed Claim.

6.15 *Setoffs and Recoupments.*

Except as expressly provided in a separate order of the Bankruptcy Court, the Debtors and the Reorganized Debtors or the Liquidating Trust, as applicable, may, but shall not be required to, set off or recoup against any Claim, and any distribution to be made on account of such Claim, any and all claims, rights, and Causes of Action of any nature whatsoever that the Debtors, the Reorganized Debtors, or the Liquidating Trust may have against the Holder of such Claim pursuant to the Bankruptcy Code or applicable non-bankruptcy Law; *provided* that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by a Debtor or a Reorganized Debtor or the Liquidating Trust, or their respective successor or assign, of any claims, rights, or Causes of Action that a Debtor or Reorganized Debtor or the Liquidating Trust or their respective successor or assign may possess against the Holder of such Claim.

6.16 *Allocation of Distributions Between Principal and Interest.*

Except as otherwise required by law (as reasonably determined by the Debtors, the applicable Reorganized Debtors or the Liquidating Trust), distributions with respect to Allowed Claims shall be allocated first to the principal portion of such Allowed Claim (as determined for federal income tax purposes) and, thereafter, to the remaining portion of such Allowed Claim, if any.

6.17 *No Distribution in Excess of Amount of Allowed Claim.*

Notwithstanding anything in the Plan to the contrary, no Holder of an Allowed Claim shall receive, on account of such Allowed Claim, distributions under the Plan in excess of the Allowed amount of such Claim.

6.18 *Withholding and Reporting Requirements.*

(a) *Withholding Rights.* In connection with the Plan, any party issuing any instrument or making any distribution described in the Plan shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions pursuant to the Plan and all related agreements shall be subject to any such withholding or reporting requirements. In the case of a non-Cash distribution that is subject to withholding, the distributing party may withhold an appropriate portion of such distributed property and either (i) sell such withheld property to generate Cash necessary to pay over the withholding tax (or reimburse the distributing party for any advance payment of the withholding tax), or (ii) pay the withholding tax using its own funds and retain such withheld property. Any amounts withheld pursuant to the preceding sentence, and paid over to the applicable Governmental Unit, shall be deemed to have been distributed to and received by the applicable recipient for all purposes of the Plan. Notwithstanding the foregoing, each Holder of an Allowed Claim or any other Entity that receives a distribution pursuant to the Plan shall have responsibility for any taxes imposed by any Governmental Unit, including income, withholding, and other taxes, on account of such distribution. In the event any party issues any instrument or makes any non-Cash distribution pursuant to the Plan that is subject to withholding tax and such issuing or distributing party has not sold such withheld property to generate Cash to pay the withholding tax or paid the withholding tax using its own funds and retains such withheld property as described above, such issuing or distributing party has the right, but not the obligation, to not

make a distribution until such Holder has made arrangements reasonably satisfactory to such issuing or disbursing party for payment of any such tax obligations.

(b) *Forms.* Any party entitled to receive any property as an issuance or distribution under the Plan shall, upon request, deliver to the applicable Disbursing Agent, or such other Entity designated by the Reorganized Debtors or the Liquidating Trust (which Entity shall subsequently deliver to the applicable Disbursing Agent any applicable IRS Form W-8 or IRS Form W-9 received) an appropriate IRS Form W-9 or (if the payee is a foreign Entity) IRS Form W-8, and any other forms or documents reasonably requested by any Reorganized Debtor or the Liquidating Trust to reduce or eliminate any withholding required by any federal, state, or local taxing authority. If such request is made and the Holder fails to comply before the date that is sixty days after the first request is made, the amount of such distribution shall irrevocably revert to the Debtors, Reorganized Debtors, or the Liquidating Trust, as applicable, and any Claim in respect of such distribution shall be discharged and forever barred from assertion against the Debtors, Reorganized Debtors, or the Liquidating Trust, as applicable, or their respective property.

6.19 *Claims Paid or Payable by Third Parties.*

(a) *Claims Paid by Third Parties*

The Debtors, the Reorganized Debtors or the Liquidating Trust, as applicable, shall reduce in full a Claim, and such Claim shall be disallowed without a Claims objection having to be filed and without any 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, a Reorganized Debtor or the Liquidating Trust, provided that the Debtors, the Reorganized Debtors or the Liquidating Trust, as applicable shall provide notice of such reduction to the Holder of such Claim. Subject to the last sentence of this paragraph, 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, a Reorganized Debtor or the Liquidating Trust on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Debtor, Reorganized Debtor or the Liquidating Trust, 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. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Debtor, Reorganized Debtor or the Liquidating Trust annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14) day grace period specified above until the amount is repaid.

(b) *Claims Payable by Third Parties*

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers satisfies in full or in part a Claim, then immediately upon such insurers' satisfaction of such Claim, the applicable portion of such Claim may be expunged without a Claims objection having to be filed and without any further action, order, or approval of the Bankruptcy Court, provided that notice of such

satisfaction is served by the Debtors, the Reorganized Debtors or the Liquidating Trust, as applicable on the Holder of such Claim.

ARTICLE VII. PROCEDURES FOR DISPUTED CLAIMS.

7.1 *Objections to Claims.*

After the Effective Date, (i) the Reorganized Debtors shall be entitled to object to all Claims other than General Unsecured Claims and (ii) the Liquidating Trust shall be entitled to object to General Unsecured Claims. After the Effective Date, the Reorganized Debtors and the Liquidating Trust shall have and retain any and all rights and defenses that the Debtors had with regard to any Claim to which they may object, except with respect to any Claim that is Allowed. Any objections to Claims, including Administrative Expense Claims, shall be served and filed on or before the Claims Objection Deadline, as may be extended by order of the Bankruptcy Court.

7.2 *Resolution of Disputed Administrative Expenses and Disputed Claims.*

Other than with respect to General Unsecured Claims, on and after the Effective Date, the Reorganized Debtors shall have the authority to (i) object to, compromise, settle, otherwise resolve, or withdraw any objections to Claims without any further notice to or action, order, or approval by the Bankruptcy Court, (ii) authorize the Non-Class 4 Disbursing Agent to make disbursements on account of Allowed Claims, and (iii) administer and adjust the Claims register to reflect any such settlements or compromises, without any further notice to or action, order, or approval by the Bankruptcy Court.

Except as otherwise set forth in the Liquidating Trust Agreement, and in consultation with the Reorganized Debtors, on and after the Effective Date, the Liquidating Trust shall have the authority to (i) object to, compromise, settle, otherwise resolve, or withdraw any objections to General Unsecured Claims without any further notice to or action, order, or approval by the Bankruptcy Court, (ii) authorize the Class 4 Disbursing Agent to make disbursements on account of Allowed General Unsecured Claims, and (iii) administer and adjust the Claims register to reflect any such settlements or compromises of General Unsecured Claims, without any further notice to or action, order, or approval by the Bankruptcy Court.

7.3 *Payments and Distributions with Respect to Disputed Claims.*

Notwithstanding anything herein to the contrary, and subject to Section 7.4 of the Plan, if any portion of a Claim is a Disputed Claim, no payment or distribution provided hereunder shall be made on account of the Disputed Claim or the portion of the Claim that is Disputed unless and until (and only to the extent that) such Disputed Claim becomes an Allowed Claim.

7.4 *Distributions after Allowance.*

(a) Following the Effective Date, the Disputed Claims Reserve shall be maintained by the Liquidating Trust. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, or the receipt of a determination by the IRS, the Liquidating Trust may, in its sole discretion, treat the Disputed Claims Reserve as a “disputed ownership fund” governed by section 1.468B-9 of the Treasury Regulations and to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes. All taxes imposed on assets or income of the Disputed Claims Reserve shall be payable out of the GUC Recovery Pool. The Liquidating Trust shall be responsible for payment, out of the GUC Recovery Pool, of any expenses associated with administering the Disputed Claims Reserve, including any taxes imposed on the Disputed Claims Reserve or its assets. The Liquidating

Trust, and the Holders of Disputed General Unsecured Claims shall be required to report for tax purposes consistently with the foregoing.

(b) As soon as reasonably practicable after a Disputed Claim becomes, in whole or in part, an Allowed Claim, the Holder thereof shall be entitled to distributions, if any, to which such Holder is entitled as provided in the Plan, without interest, as provided in Section 7.7 of the Plan. Such distributions shall be made as soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing such Disputed Claim (or portion thereof) becomes a Final Order.

7.5 *Disallowance of Claims.*

Except to the extent otherwise agreed to by the Debtors, the Reorganized Debtors, or the Liquidating Trust, as applicable, or as otherwise set forth herein, 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 section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, as determined by a Final Order, 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 Final 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, the Reorganized Debtors, or the Liquidating Trust, as applicable. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no proof of Claim or Interest is or has been timely filed, shall be deemed disallowed and shall be expunged without further action by the Debtors or the Liquidating Trust and without further notice to any party or action, approval, or order of the Bankruptcy Court, and Holders of such Claims shall not receive any distributions under the Plan on account of such Claims, subject in each case to Local Bankruptcy Rule 3002-1(a).

7.6 *Estimation of Claims.*

The Debtors or the Reorganized Debtors, as applicable, may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim, other than any Class 4 General Unsecured Claim, pursuant to section 502(c) of the Bankruptcy Code for any reason or purpose, regardless of whether any party has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection.

From and after the Effective Date, unless otherwise set forth in the Liquidating Trust Agreement, the Liquidating Trust may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed General Unsecured Claim pursuant to section 502(c) of the Bankruptcy Code for any reason or purpose, regardless of whether any party has previously objected to such General Unsecured Claim or whether the Bankruptcy Court has ruled on any such objection.

The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any contingent Claim, unliquidated Claim or Disputed Claim, that estimated amount shall constitute the maximum limitation on such Claim, and the Debtors, the Reorganized Debtors and the Liquidating Trust, as applicable, may pursue supplementary proceedings to object to the ultimate allowance of such Claim; *provided* that such limitation shall not apply to Claims requested by the Debtors to be estimated for voting purposes only.

7.7 *No Distribution Pending Allowance*

In 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 Claim becomes an Allowed Claim.

7.8 *Claim Resolution Procedures Cumulative.*

All of the objection, estimation, and resolution procedures in the Plan are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently settled, compromised, withdrawn, or resolved in accordance with the Plan without further notice or Bankruptcy Court approval.

ARTICLE VIII. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

8.1 *General Treatment.*

(a) As of and subject to the occurrence of the Effective Date, all Executory Contracts and Unexpired Leases to which any of the Debtors are parties shall be rejected, except for any Executory Contract or Unexpired Lease that (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court, (ii) previously expired or was terminated pursuant to its own terms or by agreement of the parties thereto, (iii) is the subject of a separate motion to assume (or assume and assign) filed by the Debtors on or before the Confirmation Date, (iv) is specifically designated as a contract or lease to be included on the Assumption Schedule, or (v) is a contract, instrument, release or other agreement or document entered into in connection with the Plan. For the avoidance of doubt, no Executory Contract or Unexpired Lease shall be assumed merely by virtue of its inclusion on the notices of potential assumption filed at Docket Nos. 161, 280, 351, 377, 387, 413, and 478.

(b) All Reid Collins Engagement Agreements shall be treated as Executory Contracts under the Plan. Notwithstanding anything to the contrary contained in the Plan, as of the Effective Date, all Reid Collins Engagement Agreements shall be assumed by the Debtors and assigned to the Liquidating Trust.

(c) Entry of the Confirmation Order shall constitute a Bankruptcy Court order approving the rejections, assumptions, or assumptions and assignments, as applicable, of such Executory Contracts or Unexpired Leases as set forth in the Plan and the Assumption Schedule pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise set forth in the Plan or the Confirmation Order, rejections, assumptions, or assumptions and assignments 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 on or before the Effective Date shall re-vest 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 under applicable federal Law. Any motions to assume (or assume and assign) Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order. Notwithstanding anything to the contrary in the Plan, the Debtors or the Reorganized Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Assumption Schedule at any time through and including the Effective Date.

(d) To the maximum extent permitted by applicable Law, any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan shall be deemed modified such that the transactions contemplated by the Plan shall not constitute a “change of control” or “assignment”

(or terms with similar effect) under, or any other transaction or matter that would result in a violation, breach, or default under, or increase, accelerate, or otherwise alter any obligations, rights, or liabilities of the Debtors or the Reorganized Debtors under, or result in the creation or imposition of a Lien upon any property or asset of the Debtors or the Reorganized Debtors pursuant to, the applicable Executory Contract or Unexpired Lease, and any consent or advance notice required under such Executory Contract or Unexpired Lease shall be deemed satisfied by confirmation of the Plan.

8.2 Determination of Cure Disputes and Deemed Consent.

(a) Any Cure Amount shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment by the Debtors or the Reorganized Debtors of the Cure Amount, as reflected in the applicable cure notice, in Cash on the Effective Date, subject to the limitations described below, or on such other terms as the parties to such Executory Contracts or Unexpired Leases and the Debtors may otherwise agree.

(b) The Debtors shall file, as part of the Plan Supplement, the Assumption Schedule, which may be amended, supplemented or otherwise modified through the Effective Date. **Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption, assumption and assignment, or related Cure Amount must be filed, served, and actually received by the Debtors within fourteen days of the service of such assumption notice; *provided*, that in the event of any amendment, supplement or other modification to the Assumption List, the Debtors shall serve a notice of such amendment, supplement or other modification on all affected counterparties, and any objection by an affected counterparty with respect to the proposed assumption, assumption and assignment of its Executory Contract or Unexpired Lease, or related Cure Amount, must be filed, served, and actually received by the Debtors within fourteen days of the service of such amendment, supplement or other modification, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.** Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption, assumption and assignment, or Cure Amount (i) shall be deemed to have assented to such assumption, assumption and assignment, or Cure Amount, notwithstanding any provision thereof that purports to (1) prohibit, restrict, or condition the transfer or assignment of such contract or lease, or (2) terminate or permit the termination of a contract or lease as a result of any direct or indirect transfer or assignment of the rights of the Debtors under such Executory Contract or Unexpired Lease or a change, if any, in the ownership or control to the extent contemplated by the Plan, and shall forever be barred and enjoined from asserting such objection against the Debtors or terminating or modifying such Executory Contract or Unexpired Lease on account of transactions contemplated by the Plan, and (ii) shall be forever barred, estopped, and enjoined from challenging the validity of such assumption or assumption and assignment, as applicable, thereafter.

(c) If there is a dispute pertaining to the assumption of an Executory Contract or Unexpired Lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to the assumption being effective; *provided that* the Debtors or the applicable Reorganized Debtors may settle any such dispute without any further notice to, or action by, any party (other than the contractual counterparty) or order of the Bankruptcy Court.

(d) To the extent a dispute relates to Cure Amounts, the Debtors may assume and/or assume and assign the applicable Executory Contract or Unexpired Lease prior to the resolution of such cure dispute, *provided that* the Debtors or the applicable Reorganized Debtors reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the Cure Amount by the counterparty to such Executory Contract or Unexpired Lease.

(e) To the extent a dispute is resolved or determined unfavorably to the Debtors, the Debtors may reject the applicable Executory Contract or Unexpired Lease after such determination, which rejection shall supersede, nullify, and render of no force or effect the earlier assumption and/or assumption and assignment.

(f) Assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims against any Debtor or defaults by any Debtor, 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 before the date that the Debtors assume or assume and assign such Executory Contract or Unexpired Lease. Any proofs of claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, upon the assumption of such Executory Contract or Unexpired Lease.

8.3 *Rejection Damages Claims.*

Unless otherwise provided herein or by a Final Order of the Bankruptcy Court, all proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant the Plan or the Confirmation Order, if any, must be Filed with the Claims Agent and served on the Reorganized Debtors and the Liquidating Trust no later than 30 days after the Effective Date.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed in a proof of Claim within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates, the Liquidating Trust or their property, without the need for any objection by the Debtors, the Reorganized Debtors, or the Liquidating Trust, as applicable, 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, and be subject to the permanent injunction set forth in Section 10.5 of the Plan, notwithstanding anything in a proof of Claim to the contrary, unless leave to File a late Claim is obtained.

All Claims arising from the rejection by any Debtor of any Executory Contract or Unexpired Lease pursuant to section 365 of the Bankruptcy Code shall be treated as General Unsecured Claims pursuant to Section 4.4 of the Plan and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

8.4 *Indemnification Obligations.*

Subject to the occurrence of the Effective Date, any and all obligations of the Debtors to indemnify, defend, reimburse, or limit the liability of current and former officers, directors, members, managers, agents, or employees against any Claims or Causes of Action as provided in the Debtors' corporate charters, bylaws, limited liability company agreements, other organizational documents, other agreements, or applicable law shall not be assumed.

8.5 *Insurance Policies.*

(a) On the Effective Date, provided that the Debtors have paid all applicable premiums, and except as otherwise provided in the Plan, the Debtors' Insurance Policies (including any D&O

Insurance Policies and any “tail policy” related thereto), and any related agreements, documents or instruments relating thereto, shall be deemed to continue in full force and effect without any action by any Entity or approval of the Bankruptcy Court so as to continue to provide coverage in accordance with the express terms of the applicable Insurance Policies. Nothing in the Plan shall be deemed a determination as to whether any Insurance Policy is an executory contract and, therefore, requires assumption or rejection under section 365 of the Bankruptcy Code. The Bankruptcy Court retains jurisdiction to determine whether any Insurance Policy is an executory contract to the extent the same becomes relevant. Solely to the extent that an Insurance Policy is deemed to be an executory contract, then such Insurance Policy shall be deemed to have been rejected unless (i) such Insurance Policy is a D&O Insurance Policy, or (ii) such Insurance Policy is included on the Assumption List.

(b) To the extent deemed an executory contract, on the Effective Date, all D&O Insurance Policies and any agreements, documents, and instruments relating to coverage of all Insured Claims under such D&O Insurance Policies shall be assumed by the Debtors. Solely to the extent necessary for the Liquidating Trust to recover thereunder, all of the Assigned D&O Insurance Rights shall be transferred and assigned to the Liquidating Trust. The foregoing transfer of the Assigned D&O Insurance Rights, to the extent relevant, shall be (i) free and clear of any and all actual or alleged Liens or encumbrances of any nature whatsoever, (ii) made to the maximum extent possible under applicable law, (iii) absolute and without requirement of any further action by the Debtors, the Reorganized Debtors, the Liquidating Trust, the Bankruptcy Court, or any other Entity, and (iv) governed by, and construed in accordance with the Bankruptcy Code and applicable law. Any such transfer of the Assigned D&O Insurance Rights contemplated in this Section 8.5(b) of the Plan is not an assumption and assignment of any D&O Insurance Policy itself. To the extent the Debtors are not the first named insured under any D&O Insurance Policy (x) nothing herein shall constitute a rejection of such D&O Insurance Policy, (y) such D&O Insurance Policy shall remain in full force and effect, and (z) any and all rights of the Debtors under such D&O Insurance Policy shall remain in full force and effect.

(c) [Reserved]

(d) On and after the Effective Date, all directors and officers who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of the D&O Insurance Policies in effect or purchased as of the Effective Date for the full term of such D&O Insurance Policies regardless of whether such officers or directors remain in such positions as of the Effective Date, in each case, to the extent set forth in such D&O Insurance Policies.

(e) For the avoidance of doubt, nothing herein shall in any way impair the Liquidating Trust’s ability, on and after the Effective Date, to assert on behalf of the Debtors or the Estates, any Liquidating Trust Causes of Action, and, if necessary, any Assigned D&O Insurance Rights with respect to any D&O Insurance Policy. Any obligation under any D&O Insurance Policy to indemnify any officer, director, agent or employee of the Debtors or to satisfy or pay any deductible, retention, or other financial obligation shall only give rise to General Unsecured Claims under the Plan. The Reorganized Debtors shall have no responsibility for monitoring or preserving the ability to maintain claims that are Assigned D&O Insurance Rights against the D&O Insurance Policies.

(f) The Liquidating Trust shall not, by operation of the terms of the Plan or otherwise, have or assume any obligations under any Insurance Policy of the Debtors. Any obligation under any Insurance Policy to indemnify any officer, director, agent or employee of the Debtors or to satisfy or pay any deductible, retention, or other financial obligation shall only give rise to General Unsecured Claims under the Plan.

(g) Nothing in the Plan shall alter, supplement, change, decrease, or modify the terms (including the conditions, limitations, and/or exclusions) of the D&O Insurance Policies, provided that, notwithstanding anything in the foregoing to the contrary, the enforceability and applicability of the terms (including the conditions, limitations, and/or exclusions) of the D&O Insurance Policies, and thus the rights or obligations of any insurer, the Debtors, and the Reorganized Debtors, arising out of or under any D&O Insurance Policy, whether before or after the Effective Date, are subject to the Bankruptcy Code and applicable law (including any actions or obligations of the Debtors thereunder) and the terms of the Plan. Furthermore, nothing in the Plan shall relieve or discharge any insurer from their obligations under any D&O Insurance Policy.

8.6 *Treatment of Surety Bond Agreements.*

Notwithstanding any other provisions of the Plan, Plan Supplement, Confirmation Order or any other Order of the Bankruptcy Court in the Chapter 11 Cases, on the Effective Date, all agreements governing the Surety Bond, any indemnification obligations owed to the Surety, and/or the Surety Bond Collateral (including without limitation, cash, letters of credit, and/or the proceeds of any such collateral) (collectively, the ***Surety Bond Agreements***) shall be rejected by the Debtors. For the avoidance of doubt, the Surety Bond shall not be deemed cancelled, and the obligee of the Surety Bond shall not be prevented from drawing on the Surety Bond, solely by virtue of the Debtors' rejection of the Surety Bond Agreements or the releases and injunctions set forth in this Plan. For the avoidance of doubt, the Debtors are not assuming and/or assigning the Surety Bond.

8.7 *Intellectual Property Licenses and Agreements.*

(a) All IP Agreements shall be deemed and treated as executory contracts pursuant to the Plan and shall be assumed, or assumed and assigned, by the applicable Debtor(s) and shall continue in full force and effect unless any such IP Agreement is included on the IP Rejection Schedule. Unless otherwise noted hereunder, as applicable, all IP Agreements assumed by the Reorganized Debtors shall vest in the applicable Reorganized Debtors and the Reorganized Debtors may take all actions as may be necessary or appropriate to ensure such vesting as contemplated herein. For the avoidance of doubt, the IP Agreements in this Section 8.7 of the Plan shall not include any agreements subject to the Patent Sale Order.

(b) The Debtors shall endeavor to include on the Assumption Schedule all IP Agreements that the Debtors intend to assume or assume and assign pursuant to the Plan for informational purposes only. The omission of any IP Agreement from the Assumption Schedule shall not constitute, nor be deemed to constitute, a rejection of such IP Agreement. For the avoidance of doubt, and subject to Section 8.7 of the Plan, no IP Agreement shall be deemed rejected pursuant to the Plan unless such IP Agreement is expressly listed on the IP Rejection Schedule included in the Plan Supplement, as may be amended in accordance with the Plan. The Cure Amount for any IP Agreement that is omitted from both the Assumption Schedule and the IP Rejection Schedule shall be \$0.00 unless otherwise determined in accordance with the procedures set in Article 8.2 hereof.

8.8 *Reservation of Rights.*

(a) The Debtors, with Lynrock's consent, and in consultation with the Committee, may amend the Assumption Schedule at any time prior to the Effective Date in order to add, delete, or reclassify any Executory Contract or Unexpired Lease. The Debtors shall provide notice of such amendment to any affected counterparty as soon as reasonably practicable.

(b) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to the Plan or in the Plan Supplement, nor anything contained in the

Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an Executory Contract or Unexpired Lease or that the Debtors or the Reorganized Debtors have any liability thereunder.

(c) Except as explicitly provided in the Plan, nothing herein shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Reorganized Debtors under any executory or non-executory contract or unexpired or expired lease.

(d) Nothing in the Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Reorganized Debtors, as applicable, under any executory or non-executory contract or unexpired or expired lease.

8.9 *Modifications, Amendments, Supplements, Restatements, or Other Agreements.*

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and Executory Contracts and Unexpired Leases related thereto, if any, including 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.

ARTICLE IX. CONDITIONS PRECEDENT TO CONFIRMATION OF PLAN AND EFFECTIVE DATE.

9.1 *Conditions Precedent to Confirmation of Plan.*

The following are conditions precedent to confirmation of the Plan:

(a) the Disclosure Statement Order shall have been entered and shall not have been reversed, stayed, amended, modified, dismissed, vacated, or reconsidered;

(b) the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been filed; and

(c) the DIP Orders shall be in full force and effect and there shall be no event of default under the DIP Documents or the DIP Orders, which has not been waived by the DIP Lender pursuant to the terms and conditions of such documents and/or Section 9.3 of the Plan.

9.2 *Conditions Precedent to Effective Date.*

The following are conditions precedent to the Effective Date of the Plan:

(a) the Confirmation Order shall have been entered and shall be a Final Order and shall not be subject to any stay or subject to an unresolved request for revocation under section 1144 of the Bankruptcy Code;

(b) the DIP Orders shall be in full force and effect and there shall be no event of default under the DIP Documents or the DIP Orders, which has not otherwise been amended or waived by the applicable DIP Lender pursuant to the terms and conditions of such documents and/or Section 9.3 of the Plan;

(c) the Restructuring Transactions shall have been implemented in all material respects;

(d) the Definitive Documents shall (i) be approved by the applicable parties in accordance with their respective consent and approval rights as set forth in the Plan, (ii) have been executed and delivered, and any conditions precedent contained to effectiveness therein have been satisfied or waived in accordance therewith, and (iv) be in full force and effect and binding upon the relevant parties;

(e) all actions, documents and agreements necessary to implement and consummate the Plan, including entry into the Definitive Documents, and the Restructuring Transactions and other matters contemplated thereby, shall have been effected or executed;

(f) the New Governance Documents shall, to the extent required under applicable non-bankruptcy Law, have been duly filed with the appropriate governmental authorities in relevant jurisdictions;

(g) (i) the Liquidating Trust shall have been formed, (ii) the Initial Liquidating Trust Funding and the GUC Recovery Pool Initial Funding Amount shall have been funded as directed by the Liquidating Trustee, (iii) the Liquidating Trust Interests shall have been issued in accordance with the Plan, (iv) the Liquidating Trustee shall have been appointed and accepted his, her or its appointment, and (v) the Liquidating Trust Agreement, shall be in form and substance acceptable to the Debtors, Lynrock and the Committee, shall have been executed and delivered, and any conditions precedent to effectiveness contained therein shall have been satisfied or waived in accordance therewith, and shall be in full force and effect and binding upon the relevant parties;

(h) the New Term Loan Credit Documents shall have been executed and delivered by all of the entities that are parties thereto, and all conditions precedent (other than any conditions related to the occurrence of the Effective Date) to the consummation of the New Term Loan Facility shall have been waived or satisfied in accordance with the terms thereof, and the closing of the New Term Loan Facility shall be deemed to occur concurrently with the occurrence of the Effective Date;

(i) the New Equity Interests shall have been issued;

(j) the Remaining Sale Proceeds shall have been distributed to the Holders of Allowed Lynrock Claims and the Liquidating Trust in accordance with the Sharing Agreement;

(k) the Professional Fee Escrow shall have been funded;

(l) all Restructuring Expenses shall have been paid in full; and

(m) no court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final and non-appealable order making illegal or otherwise restricting, preventing, or prohibiting the consummation of the Restructuring Transactions or any of the Definitive Documents contemplated therein.

9.3 *Waiver of Conditions Precedent.*

(a) Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred prior to the taking of any other such action. Each of the conditions

precedent in Sections 9.1 and 9.2 of the Plan (other than Section 9.2(a) of the Plan) may be waived in writing by the Debtors with the prior written consent of Lynrock, and, with respect to Sections 9.2(d), 9.2(e), 9.2(g), 9.2(j), 9.2(k), and 9.2(m) of the Plan, with the prior written consent of Lynrock and the Committee. If the Plan is confirmed for fewer than all of the Debtors as provided for in Section 5.16 of the Plan, only the conditions applicable to the Debtor or Debtors for which the Plan is confirmed must be satisfied or waived for the Effective Date to occur as to such Debtors.

(b) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

9.4 *Effect of Failure of a Condition.*

If the conditions listed in Sections 9.1 or 9.2 of the Plan are not satisfied or waived in accordance with Section 9.3 of the Plan, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (b) prejudice in any manner the rights of any Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, Lynrock, or any other Entity.

ARTICLE X. EFFECT OF CONFIRMATION OF PLAN.

10.1 *Vesting of Assets.*

On the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the Debtors' Estates (other than the Liquidating Trust Assets) shall vest in the applicable Reorganized Debtors free and clear of all Claims, Liens, encumbrances, charges, and other interests, except as provided pursuant to the Plan, the Liquidating Trust Agreement, the New Term Loan Credit Documents, or the Confirmation Order. On and after the Effective Date, the Reorganized Debtors may take any action, including the operation of their businesses, the use, acquisition, sale, lease, and disposition of property, and the entry into transactions, agreements, understandings, or arrangements, whether in or other than in the ordinary course of business, and execute, deliver, implement, and fully perform any and all obligations, instruments, documents, and papers or otherwise in connection with any of the foregoing, free of any restrictions of the Bankruptcy Code or Bankruptcy Rules and in all respects as if there were no pending cases under any chapter or provision of the Bankruptcy Code. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for professional fees, disbursements, expenses, or related support services without application to the Bankruptcy Court.

10.2 *Binding Effect.*

As of the Effective Date, the Plan shall bind all Holders of Claims against and Interests in the Debtors and their respective successors and assigns, notwithstanding whether any such Holders (a) were Impaired or Unimpaired under the Plan, (b) were deemed to accept or reject the Plan, (c) failed to vote to accept or reject the Plan, (d) voted to reject the Plan, or (e) received any distribution under the Plan.

10.3 *Discharge of Claims and Termination of Interests; Compromise and Settlement of Claims, Interests and Controversies*

Pursuant to and to the fullest extent permitted by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in full and final satisfaction, settlement, release, and discharge, effective as of the Effective Date, of all Claims and Interests of any nature whatsoever, whether known or unknown,

against, liabilities of, Liens on, obligations of, rights against the Debtors, the Reorganized 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, including demands, liabilities, and Causes of Action that arose before the Effective Date, 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: (i) a proof of Claim or Interest is filed or deemed filed pursuant to section 501 of the Bankruptcy Code; (ii) a Claim or Interest is Allowed; or (iii) the Holder of such Claim or Interest has accepted or rejected, or been deemed to accept or reject, the Plan. Except as otherwise provided herein, any default by the Debtors or their Affiliates with respect to any Claim or Interest that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring, except as otherwise expressly provided in the Plan.

10.4 *Term of Injunctions or Stays.*

Unless otherwise provided herein, the Confirmation Order, or in a Final Order of the Bankruptcy Court, all injunctions or stays arising under or entered during the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

10.5 *Injunction.*

(a) Upon entry of the Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, and affiliates, shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan in relation to any Claim or Interest extinguished, discharged, released or treated pursuant to the Plan.

(b) Except as expressly provided in the Plan, the Confirmation Order, or a separate order of the Bankruptcy Court, all Entities that have held, hold or may hold Claims, Interests, Causes of Action or liabilities that (i) are subject to compromise and settlement pursuant to the terms of the Plan, (ii) have been released pursuant to Section 10.6(b) of the Plan, (iii) are subject to exculpation pursuant to Section 10.7 of the Plan or (iv) are otherwise released, subject to exculpation, discharged, satisfied, stayed or terminated pursuant to the terms of the Plan are permanently enjoined and precluded from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Released Parties or the Exculpated Parties in connection with or with respect to any such Claims, Interests, Causes of Action or liabilities: (A) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Released Parties or the property of any of the Released Parties, (B) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Released Parties or the property of any of the Released Parties, (C) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Released Parties or the property of any of the Released Parties, (D) asserting any right of setoff, directly or indirectly, against any obligation due the Released Parties or the property of any of the Released Parties, except (x) as contemplated or allowed by the Plan or (y) to the extent asserted in a timely filed proof of Claim, including any request for an Administrative Expense Claim, or timely filed objection to the confirmation of the Plan, and (E) acting or proceeding

in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan.

(c) The injunctions in this Section 10.5 of the Plan shall extend to any successors of each Released Party (including, as to the Debtors, both the Reorganized Debtors, and the Liquidating Trust) and their respective property and interests in property.

10.6 Releases.

(a) Releases by the Debtors.

As of the Effective Date, except for the right to enforce the Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, the Released Parties shall be deemed released and discharged by the Debtors, the Reorganized Debtors, and the Estates, and any Person seeking to exercise the rights of the Estates, and any successors to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, or the Estates, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, that the Debtors, the Reorganized Debtors, or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the conduct of the Debtors' businesses, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the DIP Facility, the DIP Documents, the Definitive Documents, the Global Settlement, the Sale Process, the Prepetition Secured Obligations, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtors and any Released Party, the Restructuring, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the Disclosure Statement, the Plan, or any related agreements, instruments, or other documents, and the negotiation, formulation, or preparation thereof, the solicitation of votes with respect to the Plan, or any other act or omission, in all cases based upon any act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date;

Notwithstanding anything to the contrary in the foregoing, nothing in this Section 10.6(a) of the Plan shall be construed to release (i) the Released Parties from any claim or cause of action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, (ii) any Liquidating Trust Causes of Action, (iii) any Retained Causes of Action, (iv) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order or any post-Effective Date transaction contemplated by the Plan and the Restructuring Transactions, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Restructuring Transactions, or (v) the rights of any Holder of Allowed Claims to receive distributions under the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval pursuant to Bankruptcy Rule 9019, of the releases set forth in this Section 10.6(a) of the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the releases contained in this Section 10.6(a) of the Plan are: (i) in exchange for good and valuable consideration provided by the Released Parties,

including, the Released Parties' contribution to facilitating the Restructuring Transactions and implementing the Plan; (ii) a good faith settlement and compromise of the Claims, Interests, Causes of Action and liabilities released by the releases set forth in this Section 10.6(a) of the Plan; (iii) in the best interests of the Debtors Estates and all Holders of Claims and Interests; (iv) fair, equitable, and reasonable; (v) given and made after due notice and opportunity for a hearing; and (vi) a bar to any of the Debtors, the Reorganized Debtors or the Debtors' Estates asserting any Claims or Cause of Action released pursuant to this Section 10.6(a) of the Plan.

(b) Consensual Releases by Holders of Claims and Interests.

As of the Effective Date, except for the right to enforce the Plan or any right or obligation arising under the Definitive Documents that remains in effect after the Effective Date, for good and valuable consideration, on and after the Effective Date, for good and valuable consideration, except as specifically set forth elsewhere in the Plan, the Releasing Parties, in each case, on behalf of itself and its respective successors, assigns and representatives and any and all other persons that may purport to assert any Claim or Cause of Action derivatively, by or through the foregoing persons, in each case, solely to the extent of the Releasing Parties' authority to bind any of the foregoing, including pursuant to agreement or applicable non-bankruptcy Law, conclusively, absolutely, unconditionally, irrevocably, and forever discharge and release (and each entity so discharged and released shall be deemed discharged and released by the Releasing Parties) the Released Parties and their respective property from any and all Claims, obligations, rights, suits, judgments, damages, demands, debts, Liens, Causes of Action, remedies, losses, and liabilities whatsoever (including contract claims, claims under ERISA and all other statutory claims, claims for contributions, withdrawal liability, reallocation liability, redetermination liability, interest on any amounts, liquidated damages, claims for attorneys' fees or any costs or expenses whatsoever), including any derivative claims, asserted or assertable on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, matured or unmatured, contingent or fixed, existing or hereinafter arising, in law, equity or otherwise, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign or domestic Law, rule, statute regulation, treaty, right, duty, requirement or otherwise, that such parties or their estates, affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents and any other persons claiming under or through them would have been legally entitled to assert in its own right (whether individually or collectively) based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the Restructuring, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any Security of the Debtors or the Reorganized Debtors, the DIP Facility, the DIP Documents, the Definitive Documents, the Sale Process, the Global Settlement, the Prepetition Secured Obligations, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party (other than assumed contracts or leases), the restructuring of Claims and Interests before or during the Chapter 11 Cases, the negotiation, formulation, preparation or consummation of the Plan (including the Plan Supplement), or any related agreements, instruments or other documents, or the solicitation of votes with respect to the Plan, in all cases based upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, nothing in this Section 10.6(a) of the Plan shall be construed to release (i) the Released Parties from any claim or cause of action arising from an act or omission that is determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, (ii) any Liquidating Trust Causes of Action, (iii) any Retained Causes of Action, (iv) any post-Effective Date obligations of any party or Entity under the Plan, the

Confirmation Order or any post-Effective Date transaction contemplated by the Plan and the Restructuring Transactions, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the Restructuring Transactions, or (v) the rights of any Holder of Allowed Claims to receive distributions under the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval pursuant to Bankruptcy Rule 9019, of the releases set forth in this Section 10.6(b) of the Plan, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the releases contained in this Section 10.6(b) of the Plan are: (i) consensual; (ii) in exchange for good and valuable consideration provided by the Released Parties, including, the Released Parties' contribution to facilitating the Restructuring Transactions and implementing the Plan; (iii) a good faith settlement and compromise of the Claims, Interests, Causes of Action and liabilities released by the releases set forth in this Section 10.6(b) of the Plan; (iv) in the best interests of the Debtors Estates and all Holders of Claims and Interests; (v) fair, equitable, and reasonable; (vi) given and made after due notice and opportunity for a hearing; and (vii) a bar to any of the Releasing Parties from asserting any Claims or Cause of Action released pursuant to this Section 10.6(b) of the Plan.

10.7 *Exculpation.*

Notwithstanding anything herein to the contrary, and to the maximum extent permitted by applicable law, no Exculpated Party will have or incur, and each Exculpated Party is hereby released and exculpated from, any claim, obligation, suit, judgment, damage, demand, debt, right, Cause of Action, remedy, loss, and liability for any act or omission taken on or after the Petition Date and prior to or on the Effective Date relating to, in any way, or arising out of, the Chapter 11 Cases; the negotiation, formulation, preparation, dissemination, implementation, administration, confirmation, consummation, and pursuit of the Disclosure Statement, the Restructuring Transactions, the Plan, the Global Settlement, or the solicitation of votes for, or confirmation of, the Plan; the funding or consummation of the Plan (including the Plan Supplement), the Definitive Documents, or any related agreements, instruments, or other documents; the solicitation of votes on the Plan; the offer, issuance, and distribution of any Securities issued or to be issued pursuant to the Plan, whether or not such distribution occurs following the Effective Date; the occurrence of the Effective Date, the Sale Process; the assumption, rejection or termination of any executory contract, unexpired lease, Benefit Plans, insurance policy, surety bond or other agreement during the Chapter 11 Cases or under the Plan; negotiations regarding or concerning any of the foregoing; or the administration of the Plan or property to be distributed under the Plan; except, in each case, for actions determined by Final Order to constitute gross negligence, willful misconduct, or actual fraud. This exculpation shall be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Exculpated Parties from liability.

10.8 *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 reserve the right to re-classify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

10.9 *Retention of Causes of Action/Reservation of Rights.*

Except as otherwise provided in Sections 10.5, 10.6, and 10.7 of the Plan, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, Claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately prior to the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including any affirmative Causes of Action against parties with a relationship with the Debtors. Other than those Claims and Causes of Action assigned to the Liquidating Trust pursuant to Section 5.8 of the Plan, including but not limited to the Liquidating Trust Causes of Action, the applicable Reorganized Debtors shall have, retain, reserve, and be entitled to assert all Claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses notwithstanding the occurrence of the Effective Date, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted by the applicable Reorganized Debtor after the Confirmation Date and Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

10.10 *Ipso Facto and Similar Provisions Ineffective.*

Any term of any prepetition policy, prepetition contract, or other prepetition obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such policy, contract, or other obligation is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any entity based on any of the following: (a) the insolvency or financial condition of a Debtor; (b) the commencement of the Chapter 11 Cases; (c) the confirmation or consummation of the Plan, including any change of control that shall occur as a result of such consummation; or (d) the restructuring.

10.11 *Solicitation of Plan.*

As of and subject to the occurrence of the Confirmation Date: (a) the Debtors shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including sections 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy Law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation and (b) the Debtors and each of their respective directors, officers, employees, affiliates, agents, financial advisors, investment bankers, professionals, accountants, and attorneys shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any Securities under the Plan, and therefore are not, and on account of such offer, issuance, and solicitation shall not be, liable at any time for any violation of any applicable Law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of any Securities under the Plan.

10.12 *Corporate and Limited Liability Company Action.*

Upon the Effective Date, all actions of the Debtors or the Reorganized Debtors, as applicable, contemplated by the Plan shall be deemed authorized and approved in all respects in accordance with and subject to the terms and conditions hereof. All matters provided for in the Plan or the Plan Supplement involving the corporate or limited liability company structure of the Debtors or the Reorganized Debtors, and any corporate or limited liability company action required by the Debtors or the Reorganized Debtors in connection with the Plan or the Restructuring Transactions shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Reorganized Debtors. On or (as applicable) before the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized and directed to issue, execute, and deliver the

agreements, documents, Securities, and instruments, certificates of merger, certificates of conversion, certificates of incorporation, or comparable documents, or franchise tax reports contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan) in the name of and on behalf of the Reorganized Debtors, including, the New Governance Documents, the New Term Loan Credit Documents, and any and all other agreements, documents, Securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Section 10.12 of the Plan shall be effective notwithstanding any requirements under non-bankruptcy Law.

ARTICLE XI. RETENTION OF JURISDICTION.

11.1 *Retention of Jurisdiction.*

On and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising in, arising under, and related to the Chapter 11 Cases for, among other things, the following purposes:

(a) to adjudicate motions and/or applications for the assumption, assumption and assignment, or rejection of executory contracts or unexpired leases, including disputes over Cure Amounts, and the allowance, classification, priority, compromise, estimation, or payment of Claims resulting therefrom;

(b) to adjudicate any motion, adversary proceeding, application, contested matter, and other litigated matter pending on the Effective Date;

(c) to ensure that distributions to Holders of Allowed Claims are accomplished as provided for in the Plan, the Liquidating Trust Agreement, and Confirmation Order and to adjudicate any and all disputes arising from or relating to distributions under the Plan, including, cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely paid;

(d) to adjudicate the allowance, disallowance, classification, priority, compromise, estimation, or payment of any Claim;

(e) to enter, implement or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(f) to issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of the Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(g) to adjudicate any application or motion to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Plan, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(h) to determine all Professional Fee Claims;

(i) to adjudicate any and all matters related to section 1141 of the Bankruptcy Code;

(j) to adjudicate disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, the Liquidating Trust Agreement, or the Confirmation Order or any agreement, instrument, or other document governing or relating to any of the foregoing;

(k) to take any action and issue such orders as may be necessary to construe, interpret, enforce, implement, execute, and consummate the Plan;

(l) to adjudicate such other matters and for such other purposes as may be provided in the Confirmation Order;

(m) to adjudicate matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

(n) to adjudicate any and all matters related to Article X of the Plan, including the releases, discharge, exculpations, and injunctions issued thereunder;

(o) to adjudicate disputes concerning Disputed Claims or the administration thereof;

(p) to enter one or more final decrees closing the Chapter 11 Cases;

(q) to adjudicate any and all disputes arising from or relating to distributions under the Plan;

(r) to adjudicate disputes as to the ownership of any Claim or Interest;

(s) to recover all assets of the Debtors and property of the Debtors' Estates, wherever located;

(t) to adjudicate any disputes concerning whether an Entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any Bar Date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose of determining whether a Claim or Interest is discharged hereunder or for any other purpose;

(u) to adjudicate any rights, Claims, or Causes of Action held by or accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory;

(v) hear and finally determine any Liquidating Trust Causes of Action that may be brought by the Liquidating Trust;

(w) to adjudicate any dispute over the application to any Claim of any limit on the allowance of such Claim set forth in sections 502 or 503 of the Bankruptcy Code, other than defenses or limits that are asserted under non-bankruptcy law pursuant to section 502(b)(1) of the Bankruptcy Code; and

(x) to adjudicate any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code.

11.2 *Courts of Competent Jurisdiction.*

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of the Plan, such abstention, refusal, or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

ARTICLE XII. MISCELLANEOUS PROVISIONS.

12.1 *Payment of Statutory Fees.*

All fees payable pursuant to section 1930 of title 28 of the United States Code and any interest thereon pursuant to 31 U.S.C. § 3717 (“*Quarterly Fees*”) shall be paid in full in Cash on or before the Effective Date by the Debtors including with respect to the distributions made on the Effective Date to the Liquidating Trust. After the Effective Date, the Reorganized Debtors or the Liquidating Trust, as applicable, shall pay all Quarterly Fees in full in Cash when due in each Debtor’s case until such time as a final decree is entered closing a particular Debtor’s case, a Final Order converting such Debtor’s case to a case under chapter 7 of the Bankruptcy Code is entered, or a Final Order dismissing such Debtor’s case is entered, whichever occurs first. The Debtors shall file all monthly operating reports due prior to the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Reorganized Debtors shall file with the Bankruptcy Court a post-confirmation quarterly report for each Debtor’s case for each quarter such case is pending, using UST Form 11-PCR, and the Liquidating Trust shall file a post-confirmation quarterly report per quarter, using UST Form 11-PCR, until the closing of all of the cases. Notwithstanding anything to the contrary in the Plan, (i) Quarterly Fees are Allowed; (ii) the U.S. Trustee shall not be required to file any proof of Claim or any other request(s) for payment (including any request for Administrative Expense Claim) with respect to Quarterly Fees; and (iii) the U.S. Trustee shall not be treated as providing any release under the Plan.

12.2 *Substantial Consummation of the Plan.*

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

12.3 *Dissolution of Committee.*

On the Effective Date, the Committee shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases; *provided* that following the Effective Date, the Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (a) Professional Fee Claims and/or applications, and any relief related thereto, for Committee Professionals; and (b) any appeals of the Confirmation Order or other appeals to which the Committee is a party. Except as set forth in the prior proviso, the Debtors, the Reorganized Debtors, and the Estates shall not be responsible for paying any fees or expenses incurred by the Committee or any other statutory committee, including counsel and advisors thereto, after the Effective Date.

12.4 *Request for Expedited Determination of Taxes.*

The Reorganized Debtors shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns of the Debtors filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Effective Date.

12.5 *Exemption from Certain Transfer Taxes.*

Pursuant to section 1146 of the Bankruptcy Code, (a) the issuance, transfer or exchange of any Securities, instruments or documents, (b) the creation of any Lien, mortgage, deed of trust, or other security interest, (c) the making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, pursuant to, in furtherance of, or in connection with the Plan, including any deeds, bills of sale, or assignments executed in connection with any of the transactions contemplated under the Plan or the revesting, transfer, or sale of any real or personal property of the Debtors pursuant to, in implementation of or as contemplated in the Plan (whether to one or more of the Reorganized Debtors or otherwise), and (d) the issuance, renewal, modification, or securing of indebtedness by such means, and the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee, or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax, or other similar tax or governmental assessment. Consistent with the foregoing, each recorder of deeds or similar official for any county, city, or governmental unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax.

12.6 *Amendments.*

(a) The Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code. After entry of the Confirmation Order, the Debtors may, upon order of the Bankruptcy Court, amend, modify, or supplement the Plan in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, in each case without additional disclosure pursuant to section 1125 of the Bankruptcy Code; *provided*, that any modifications or amendments to the form or substance of the Plan, including, for the avoidance of doubt, any modifications or amendments to the Plan Term Sheet, shall require the consent of Lynrock and the Committee.

(b) Before the Effective Date, the Debtors may make appropriate technical adjustments and modifications to the Plan and the documents contained in the Plan Supplement to cure any non-substantive ambiguity, defect (including any technical defect), or inconsistency, without further order or approval of the Bankruptcy Court.

12.7 *Effectuating Documents and Further Transactions.*

Each of the officers of the Reorganized Debtors is authorized, in accordance with their authority under the resolutions of the applicable board of directors or managers (on terms materially consistent with the Plan), to execute, deliver, 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, which shall be in form and substance reasonably satisfactory to the Debtors.

12.8 *Revocation or Withdrawal of the Plan.*

The Debtors may revoke or withdraw the Plan prior to the Effective Date as to any or all of the Debtors, including in the exercise of the Debtors' respective fiduciary duties. If, with respect to a Debtor, the Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of

the Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor: (a) the Plan shall be null and void in all respects; (b) any settlement or compromise embodied in the Plan (including the fixing of or limiting to an amount of any Claim or Interest or Class of Claims or Interests), assumption of executory contracts or unexpired leases affected by the Plan, and any document or agreement executed pursuant to the Plan shall be deemed null and void; and (c) nothing contained in the Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Entity, (ii) prejudice in any manner the rights of such Debtor or any other Entity, or (iii) constitute an admission of any sort by any Debtor, any Consenting Creditors, or any other Entity.

12.9 Severability of Plan Provisions.

If, before the entry of the Confirmation Order, 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. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall 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 (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors, the Committee, the Reorganized Debtors, or Lynrock, solely to the extent that a particular term or provision affects the legal and/or economic rights of each such party under the Plan and (c) nonseverable and mutually dependent.

12.10 Governing Law.

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent an exhibit hereto or a schedule in the Plan Supplement or a Definitive Document provides otherwise, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

12.11 Time.

In computing any period of time prescribed or allowed by the Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

12.12 Dates of Actions to Implement the Plan.

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

12.13 Immediate Binding Effect.

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of the Plan and Plan Supplement shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Holders of Claims and Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Plan), the

Released Parties, the Exculpated Parties and each of their respective successors and assigns, including the Reorganized Debtors.

12.14 *Deemed Acts.*

Subject to and conditioned on the occurrence of the Effective Date, whenever an act or event is expressed under the Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred without any further act by any party, by virtue of the Plan and the Confirmation Order.

12.15 *Successor 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 permitted assign, if any, of each Entity.

12.16 *Entire Agreement.*

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

12.17 *Exhibits to Plan.*

All exhibits, schedules, supplements, and appendices to the Plan (including the Plan Supplement) are incorporated into and are a part of the Plan as if set forth in full herein.

12.18 *Notices.*

All notices, requests, and demands shall be delivered by electronic mail and, in addition to delivery by electronic mail, can also be delivered in writing personally or by overnight courier, such as Federal Express, directed to the following at the addresses indicated or such other addresses as may be subsequently provided by the applicable parties in accordance with this Section 12.18 of the Plan:

(a) if to the Debtors:

Edgio, Inc.
11811 N. Tatum Blvd., Ste. 3031
Phoenix, AZ 85028
Attn: Brian White (bwhite@edg.io)
Robert Bethea (rbethea@edg.io; rbethea@uplynk.com)

– and –

Milbank LLP
55 Hudson Yards
New York, NY 10001
Telephone: (212) 530-5000
Attn: Dennis F. Dunne (ddunne@milbank.com)
Tyson Lomazow (tlomazow@milbank.com)
Lauren C. Doyle (ldoyle@milbank.com)
Benjamin M. Schak (bschak@milbank.com)

– and –

Richards, Layton & Finger, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Attn: Mark D. Collins (collins@rlf.com)
Russell C. Silberglied (silberglied@rlf.com)
Brendan J. Schlauch (schlauch@rlf.com)

– and –

- (b) if to Lynrock and/or the Reorganized Debtors:

Akin Gump Strauss Hauer Feld LLP
One Bryant Park
New York, NY 10036
Attn: Michael S. Stamer (mstamer@akingump.com)
Meredith Lahaie (mlahaie@akingump.com)
Joseph Szydlo (jszydlo@akingump.com)

– and –

Pashman Stein Walder Hayden P.C.
824 N. Market Street, Suite 800
Wilmington, DE 19801
Attn: David B. Stratton (dstratton@pashmanstein.com)

- (c) if to the Committee to:

Kelley Drye & Warren LLP
3 World Trade Center
175 Greenwich Street
New York, NY 10007
Attn: James S. Carr (jcarr@kelleydrye.com)
Jason R. Adams (jadams@kelleydrye.com)
Philip A. Weintraub (pweintraub@kelleydrye.com)

– and –

Chipman Brown Cicero & Cole, LLP
1313 N. Market Street, Suite 5400
Wilmington, DE 19801
Attn: William E. Chipman, Jr. (chipman@chipmanbrown.com)
Mark D. Olivere (olivere@chipmanbrown.com)

(d) if to the Liquidating Trust, to the contact set forth in the Plan Supplement.

All such notices shall be deemed delivered at the time of delivery, including, without limitation, electronic transmission, or upon the failure of the second delivery attempted in accordance with this Section 12.18 of the Plan.

After the Effective Date, the Reorganized Debtors have authority to send a notice to Persons and Entities providing that such Persons and Entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002 in order to continue receiving documents pursuant thereto. After the Effective Date, the Reorganized Debtors and the Liquidating Trust are authorized to limit the list of Persons and Entities receiving documents pursuant to Bankruptcy Rule 2002 to (i) those Persons or Entities who have filed such renewed requests and (ii) those Persons or Entities whose rights are affected by such documents.

Dated: May 6, 2025

Respectfully submitted,

Edgio, Inc. on its own behalf and on behalf of each of
the Debtors

By: /s/ Stephen Cumming
Name: Stephen Cumming
Title: Chief Financial Officer

Exhibit B

Notice of Effective Date

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

In re:

Edgio, Inc., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11985 (KBO)

(Jointly Administered)

Re: Docket Nos. 957, 958 & []

**NOTICE OF (I) EFFECTIVE DATE AND ENTRY OF ORDER
CONFIRMING JOINT CHAPTER 11 PLAN OF REORGANIZATION
OF EDGIO, INC. AND ITS AFFILIATED DEBTORS, (II) FINAL ADMINISTRATIVE
EXPENSE CLAIM BAR DATE, (III) REJECTION DAMAGES CLAIM BAR DATE, (IV)
PROFESSIONAL FEE CLAIM BAR DATE, AND (V) REQUIREMENT TO FILE
RENEWED REQUESTS FOR NOTICE**

PLEASE TAKE NOTICE that a hearing to consider confirmation of the *Joint Chapter 11 Plan of Reorganization of Edgio, Inc. and Its Affiliated Debtors* [Docket No. 958] (as amended, supplemented or otherwise modified, the “**Plan**”)² was held on June 13, 2025.

PLEASE TAKE FURTHER NOTICE that on June [], 2025, the Court entered the *Order Confirming Joint Chapter 11 Plan of Reorganization of Edgio, Inc. and Its Affiliated Debtors* [Docket No.] (the “**Confirmation Order**”) thereby confirming the Plan.

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on [], 2025.

¹ The Debtors operate under the trade name Edgio and have previously used the trade names Limelight, Edgecast and Layer0. The Debtors in these chapter 11 cases (the “**Chapter 11 Cases**”), along with the last four digits of each Debtor’s federal tax identification number, are: Edgio, Inc. (7033); Edgecast Inc. (6704); Edgio International, Inc. (3022); Limelight AcquisitionCo, Inc. (6138); Limelight Midco, Inc. (1120); Limelight Networks VPS, Inc. (3438); and Mojo Merger Sub, LLC (7033). The Debtors’ service address for purposes of these Chapter 11 Cases is: 11811 N. Tatum Blvd., Ste. 3031, Phoenix, AZ 85028. Additional information about the Chapter 11 Cases is available at <https://omniagentsolutions.com/Edgio>.

² Capitalized terms used in this Confirmation Order but not otherwise defined shall have the same meaning as in the Plan.

PLEASE TAKE FURTHER NOTICE that, unless otherwise provided by the DIP Order, the General Bar Date Order or the Plan, requests for payment of Administrative Expense Claims arising in the time between January 15, 2025 and the Effective Date that are not Professional Fee Claims must be filed with the Court and served on the Reorganized Debtors by no later than [___], **2025 at 5:00 p.m. (ET)**. Such request for payment of Administrative Expense Claim must include at a minimum: (i) the name of the holder of the Administrative Expense Claim; (ii) the asserted amount of the Administrative Expense Claim; (iii) the basis of the Administrative Expense Claim; and (iv) supporting documentation for the Administrative Expense Claim. FAILURE TO TIMELY AND PROPERLY FILE AND SERVE SUCH REQUEST FOR PAYMENT OF AN ADMINISTRATIVE EXPENSE CLAIM ARISING IN THE TIME PERIOD BETWEEN JANUARY 15, 2025 AND THE EFFECTIVE DATE SHALL RESULT IN SUCH CLAIM BEING FOREVER BARRED AND DISALLOWED. IF FOR ANY REASON ANY SUCH ADMINISTRATIVE EXPENSE CLAIM IS INCAPABLE OF BEING FOREVER BARRED AND DISALLOWED, THEN THE HOLDER OF SUCH CLAIM NEVERTHELESS SHALL NOT HAVE RECOURSE TO ANY PROPERTY TO BE DISTRIBUTED PURSUANT TO THE PLAN AND SHALL BE SUBJECT TO THE INJUNCTION PROVISION.

PLEASE TAKE FURTHER NOTICE that, in accordance with Section 8.1 of the Plan, on the Effective Date, except as otherwise provided in the Plan or the Confirmation Order, all Executory Contracts and Unexpired Leases to which any of the Debtors are parties shall be rejected, except for any Executory Contract or Unexpired Lease that (i) was previously assumed or rejected by the Debtors pursuant to an order of the Bankruptcy Court, (ii) previously expired or was terminated pursuant to its own terms or by agreement of the parties thereto, (iii) is the subject of a separate motion to assume (or assume and assign) filed by the Debtors on or before the

Confirmation Date, (iv) is specifically designated as a contract or lease to be included on the Assumption Schedule, or (v) is a contract, instrument, release or other agreement or document entered into in connection with the Plan. In accordance with Section 8.3 of the Plan, all proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant the Plan or the Confirmation Order, if any, must be Filed with the Claims Agent and served on the Reorganized Debtors and the Liquidating Trust by [____], **2025 at 5:00 p.m. (ET)**. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed in a proof of Claim within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Reorganized Debtors, the Estates, the Liquidating Trust or their property, without the need for any objection by the Debtors, the Reorganized Debtors, or the Liquidating Trust, as applicable, 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, and be subject to the permanent injunction set forth in Section 10.5 of the Plan, notwithstanding anything in a proof of Claim to the contrary, unless leave to File a late Claim is obtained.

PLEASE TAKE FURTHER NOTICE that, in accordance with Section 2.2 of the Plan, all Professionals seeking an award by the Court of Professional Fee Claims shall file and serve on the Debtors and/or the Reorganized Debtors, and such other Persons who are designated by the applicable Bankruptcy Rules, the Confirmation Order, the Interim Compensation Order, or any other applicable order of the Bankruptcy Court, their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred from the Petition Date through the Effective Date by [____], **2025 at 5:00 p.m. (ET)**. Objections to any Professional

Fee Claims must be filed and served on the Reorganized Debtors, the Committee, the U.S. Trustee, Lynrock, and the requesting party no later than twenty-one calendar days after the filing of the final applications for compensation or reimbursement (unless otherwise agreed by Lynrock, the Debtors or the Reorganized Debtors, as applicable, and the party requesting compensation of a Professional Fee Claim).

PLEASE TAKE FURTHER NOTICE that, after the Effective Date, the Reorganized Debtors are authorized to (a) limit the list of Entities receiving documents pursuant to a pre-Effective Date request under Bankruptcy Rule 2002 to those Entities who have filed renewed requests pursuant to Bankruptcy Rule 2002 after the Effective Date, and (b) require that such parties file a renewed request to receive documents pursuant to Bankruptcy Rule 2002 to continue receiving documents. To continue to receive pleadings and other documents filed in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002, you must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002.

PLEASE TAKE FURTHER NOTICE that the Plan and Confirmation Order may be viewed for free on the Debtors' case website at <https://omniagentsolutions.com/Edgio> or for a fee on the Bankruptcy Court's website at <http://www.deb.uscourts.gov>.

[Signature page follows]

Dated: [____], 2025
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

Mark D. Collins (No. 2981)
Russell C. Silberglied (No. 3462)
Brendan J. Schlauch (No. 6115)
Huiqi Liu (No. 6850)
Emily R. Mathews (No. 6866)
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- and -

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*Co-Counsel to the
Debtors and Debtors in Possession*