

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

In re:

CASA SYSTEMS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-10695 (KBO)

(Jointly Administered)

Ref: Docket No. 344 & 386

**ORDER (I) APPROVING
KEY EMPLOYEE INCENTIVE PLAN AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”), (a) approving a key employee incentive plan (the “KEIP”) for the KEIP Participants (as defined below); and (b) granting related relief, all as more fully set forth in the Motion; and upon consideration of the Robins Declaration and the *Supplemental Declaration of Bradley A. Robins in Support of the Debtors’ Motion for an Order (I) Approving Key Employee Incentive Plan and (II) Granting Related Relief* [Docket No. 386]; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of this proceeding and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409;

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

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Motion.

and appropriate notice of and opportunity for a hearing on the Motion having been given; and the relief requested in the Motion being in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court, if any (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth in this Order.
2. The terms of the KEIP, attached hereto as **Exhibit 1**, are approved.
3. The Debtors are authorized, but not directed, to make any and all payments to the KEIP Participants under the KEIP if the applicable condition(s) for any such respective payments are met, as described in the KEIP.
4. Nothing contained in the Motion or this Order, and no action taken pursuant to the relief requested or granted (including any payment made in accordance with this Order), is intended as or shall be construed or deemed to be: (a) an admission as to the amount, validity or priority of, or basis for any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors' or any other party in interest's right to dispute any claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an implication, admission or finding that any particular claim is an administrative expense claim, other priority claim or otherwise of a type specified or defined in the Motion or this Order; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors'

estates; or (g) a waiver or limitation of any claims, causes of action or other rights of the Debtors or any other party in interest against any person or entity under the Bankruptcy Code or any other applicable law.

5. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

6. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

8. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: June 3rd, 2024
Wilmington, Delaware

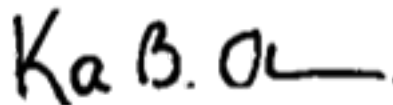

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Key Employee Incentive Plan

**CASA SYSTEMS, INC.
INCENTIVE PLAN**

Article 1. Purpose

The purpose of this Casa Systems, Inc. Incentive Plan (the “Plan”) is to incentivize selected employees of Casa Systems, Inc. (the “Company”) in connection with the sale of the Company’s assets in transactions that satisfy certain financial conditions described herein.

Article 2. Definitions.

(a) “Administrator” means the Independent Director of the Board of Directors of the Company.

(b) “Cause” means any of the following: (i) the Participant’s failure to perform, or negligence in performing, their duties; (ii) the Participant’s dishonesty or willful misconduct in the performance of their duties; (iii) the Participant’s material breach of any agreements, covenants or representations made in any employment agreement or other agreements with the Company or violation of the Company’s policies or procedures; (iv) the Participant’s material violation of any law, rule, regulation or by-law of any governmental authority (local, state, federal or foreign) applicable to the Participant; or (v) the Participant’s indictment for or plea of guilty or nolo contendere to a felony or a crime that impairs the Participant’s ability to perform services to the Company, or reasonably could result in a loss to the Company or damage the Company’s reputation.

(c) “Chapter 11 Bankruptcy Plan” means the *Second Amended Joint Plan of Liquidation of Casa Systems, Inc. and its Debtor Affiliates* (as amended, supplemented, or modified from time to time) filed in the United States Bankruptcy Court for the District of Delaware in the Company’s chapter 11 cases under Case No. 24-10695 (KBO).

(d) “Code” means the Internal Revenue Code of 1986, as amended from time to time, or any successor thereto.

(e) “Company” has the meaning set forth in Article 1 of the Plan.

(f) “Disability” means that the Participant is disabled and unable to perform or expected to be unable to perform the essential functions of the Participant’s then existing position or positions with or without reasonable accommodation for a period of 180 days (which need not be consecutive) in any 12-month period.

(g) “Effective Date” has the meaning set forth in Article 3.

(h) “Net Distributable Proceeds” shall mean any proceeds from the Sale Transactions or from the liquidation of the Net Distributable Assets (as defined in the Chapter 11 Bankruptcy Plan) available for distribution to holders of Term Loan Facility Claims (as defined in the Chapter 11 Bankruptcy Plan) after: (1) payment of the

Administrative Claims, Professional Fee Claims, Priority Tax Claims, Other Secured Claims, Other Priority Claims, and General Unsecured Claims, each according to the terms set forth and defined in the Chapter 11 Bankruptcy Plan; and (2) reserving the Wind-Down Amount (as defined in the Chapter 11 Bankruptcy Plan).

(i) “Participant” has the meaning set forth in Article 4.

(j) “Plan” means this Casa Systems, Inc. Incentive Plan.

(k) “Sales Proceeds” means the gross cash consideration, received by the Debtors in connection with the Sale Transactions.

(l) “Sale Transactions” shall have the meaning set forth in the Chapter 11 Bankruptcy Plan.

(m) “Incentive Payout” means the payment for which a Participant is eligible pursuant to Article 5 of the Plan.

Article 3. Effective Date of Plan.

This Plan shall be effective as of the later of May [17], 2024 and the Plan’s approval by the United States Bankruptcy Court for the District of Delaware (the “Effective Date”).

Article 4. Eligibility.

The Administrator shall select the employees of the Company who shall be eligible to receive awards under the Plan, and the Company shall notify them of their potential awards in writing after the Effective Date in substantially the form attached hereto as Exhibit A, Award Agreement. Each person who receives an award under the Plan shall be referred to herein as a “Participant.” No employee shall be deemed to be a Participant unless such person (i) is notified by the Company in writing that such person has been designated as a Participant, and (ii) countersigns and returns to the Company a copy of the fully executed award agreement.

Article 5. Incentive Payouts.

5.1. An Incentive Payout pool (the “Incentive Pool”) shall be established for awarding Incentive Payouts to Participants upon the successful consummation of both the Cable and Cloud Sales. The total aggregate amount of the Incentive Pool will be comprised of an amount equal to the sum of (i) 3% of Sale Proceeds in excess of \$35,000,000 (this item (i) being net of any break-up fees, expense reimbursements, or incremental costs that will be paid by the Debtors related to the Cable Sale (as defined in the Chapter 11 Bankruptcy Plan) that are not expenses that would be paid by the Debtors in a sale to the Cable Stalking Horse Purchaser (as defined in the Chapter 11 Bankruptcy Plan) plus (ii) 3% of Net Distributable Proceeds in excess of \$25,700,000; *provided* that, with respect to items (i) and (ii), such amounts shall not include any proceeds or expenses from sale(s) of the CAD Assets (as defined in the Chapter 11 Bankruptcy Plan); *provided, however*, that the total aggregate amount of the Incentive Pool shall in no event exceed \$2,000,000.

5.2. Each Participant shall be eligible to receive an Incentive Payout equal to the designated percentage of the Incentive Pool set forth in the Participant's award agreement (the "Incentive Payout Percentage"), subject to any adjustments determined by the Administrator in its sole discretion; *provided* that (a) the Participant remains continuously employed by the Company from the Effective Date through the Bankruptcy Effective Date, or (b) the Participant's employment with the Company is terminated due to death, Disability, or a termination by the Company without Cause prior to the Bankruptcy Effective Date. For the avoidance of doubt, a Participant shall forfeit and have no right to the payment of any portion of the Incentive Payout if the Participant voluntarily resigns or is terminated by the Company for Cause prior to the Bankruptcy Effective Date; *provided, however*, that such forfeited amount shall not reduce the Incentive Pool and shall be reallocated to other Participants based on their respective Incentive Payout Percentages.

5.3. A Participant's eligibility to receive his or her Incentive Payout shall be conditioned on the Participant's waiver of any and all claims against the Company and its affiliates, including, without limitation, any and all severance claims, whether pursuant to an individual agreement or otherwise.

5.4. The Incentive Payout shall be paid to the Participant in a single lump-sum cash payment as promptly as practicable on or after the Bankruptcy Effective Date and in no event later than thirty (30) days following such date.

Article 6. Administration.

The Plan shall be administered by the Administrator consistent with the purpose and terms of the Plan. The Administrator shall have full power and authority to interpret the Plan and to make any other determinations and to take such other actions as it deems necessary or advisable in carrying out its duties under the Plan, including the delegation of such authority or power, where appropriate. All decisions and determinations by the Administrator shall be final, conclusive and binding on the Company, all employees and any other persons having or claiming an interest hereunder. Notwithstanding anything to the contrary herein, after the Bankruptcy Effective Date, the Plan Administrator (as defined in the Chapter 11 Bankruptcy Plan), in lieu of the Administrator, shall hold all such power and authority granted to the Administrator hereunder provided that the Plan Administrator shall not take any such actions that are inconsistent with this Plan.

Article 7. Amendment and Termination.

The Company has the right to amend the Plan at any time prior to the Bankruptcy Effective Date, with the consent of the Ad Hoc Group (as defined in the Chapter 11 Bankruptcy Plan), provided that such amendment is not inconsistent with the Chapter 11 Bankruptcy Plan or the Settlement Term Sheet (as defined in the Chapter 11 Bankruptcy Plan). The Plan shall terminate on the date in which the payment of the total amount of all Incentive Payouts to the respective Participants has been made in accordance with the terms hereof.

Article 8. Miscellaneous.

8.1. The Incentive Payout provided under the Plan shall be in addition to any base compensation or employee benefits provided under an employee benefit plan, program or arrangement, except that the Incentive Payout shall be in lieu of any severance payments due to the Participant.

8.2. No Incentive Payout shall be taken into consideration for the calculation of any pension or other benefit under any employee benefit plan, program or arrangement, except as shall be required by applicable law or by the terms of the applicable plan, program or arrangement.

8.3. The right of a Participant to receive an Incentive Payout shall not be deemed a right to continued employment prior to, on or after the Bankruptcy Effective Date, and shall not entitle the Participant to additional retention or transaction bonus payments under any other program implemented by the Company.

8.4. No person shall have the power or right to transfer (other than by will or the laws of descent and distribution), alienate or otherwise encumber such person's interest under the Plan. The provisions of the Plan shall inure to the benefit of each Participant and the Participant's beneficiaries, heirs, executors, administrators and successors in interest. Nothing in this Plan, expressed or implied, is intended or shall be construed to confer upon any person other than each Participant and the Participant's beneficiaries, heirs, executors, administrators and successors in interest any right, remedy or claim under or by reason of this Plan.

8.5. The Company may make such provisions and take such action as it may deem necessary or appropriate for the withholding of any taxes that the Company believes to be required by any law or regulation of any governmental authority, whether Federal, state or local, in connection with the Incentive Payout. Participants shall be solely responsible for all taxes associated with the amounts payable under the Plan.

8.6. The Plan is binding on all persons entitled to benefits hereunder and their respective heirs and legal representatives, on the Administrator and its successor and on the Company and its successors, whether by way of merger, consolidation, purchase or otherwise, or by transfer of all or substantially all of the assets of the Company. Following the Bankruptcy Effective Date, the Plan shall be binding on any surviving or successor company, corporation or other entity or the person or entity to which such assets are transferred to the same extent as if such surviving or successor company, corporation or other entity or transferee had expressly assumed the Plan.

8.7. The Plan and all determinations made and actions taken under the Plan shall be governed by the laws of the State of Delaware (excluding the choice of law provisions thereof).

8.8. If any provision of the Plan is held unlawful or otherwise invalid or unenforceable, in whole or in part, the unlawfulness, invalidity or unenforceability shall not affect any other parts of the Plan, which parts shall remain in full force and effect.

8.9. This Plan is intended to either be exempt from, or compliant with, the requirements of Section 409A of the Code and the regulations and guidance promulgated thereunder, and shall be interpreted and construed consistently with such intent. The benefits under this Plan are intended to be exempt from Section 409A of the Code as short-term deferrals pursuant to Treasury Regulation §1.409A-1(b)(4); *provided, however*, that in no event shall the Company be responsible for any taxes or penalties imposed on a Participant under Section 409A of the Code or otherwise that arise in connection with any amounts payable under this Plan.

8.10. This Plan contains all of the understandings and representations between the parties and supersedes any prior understandings and agreements entered into between them regarding the subject matter within. There are no representations, agreements, arrangements or understandings, oral or written, between the parties relating to the subject matter within which are not fully expressed in the Plan.

EXHIBIT A
CASA SYSTEMS, INC.
INCENTIVE PLAN
AWARD AGREEMENT

Date: [●]
Participant: [●]

Incentive Payout Percentage: [●]%

Subject to all of the terms and conditions set forth in the Casa Systems, Inc Incentive Plan (as amended from time to time, the “Plan”),¹ the Participant designated above (the “Participant”) is hereby granted the opportunity to earn a dollar amount equal to the Incentive Payout Percentage set forth above multiplied by the aggregate amount of the Incentive Pool, as will be calculated in accordance with the Plan. The Incentive Payout shall be in lieu of any severance amounts payable by Casa Systems, Inc. or its debtor affiliates to the Participant, whether pursuant to an individual agreement or otherwise.

This Award Agreement will expire at such time as set forth in the Plan.

Casa Systems, Inc.

By: _____
Name:
Title:

By countersigning this Award Agreement, the Participant acknowledges receipt of the Plan and accepts and agrees to the terms set forth therein as applicable to the Incentive Payout granted to the undersigned hereunder, including the Participant’s waiver of any rights to any severance payable by Casa Systems, Inc. or its affiliates to the Participant or any other claims against Casa Systems, Inc. or its affiliates.

Accepted and Agreed:

By: _____
Name:

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Plan.