

ENTERED

September 02, 2026

Nathan Ochsner, Clerk

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

In re:

U.S. TELEPACIFIC CORP., *et al.*,¹
Debtors.

Chapter 11

Case No. 26-90625 (ARP)

(Jointly Administered)

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER
(I) APPROVING DISCLOSURE STATEMENT ON A FINAL BASIS,
(II) CONFIRMING THE AMENDED JOINT CHAPTER 11 PLAN OF U.S.
TELEPACIFIC CORP. AND ITS DEBTOR AFFILIATES (WITH TECHNICAL AND
NON-SUBSTANTIVE MODIFICATIONS), AND (III) GRANTING RELATED RELIEF**

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

- a. commenced, on June 28, 2026 (the “Petition Date”), voluntary petitions for relief under chapter 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”) (collectively, the “Chapter 11 Cases”);²
- b. continued to operate their businesses and manage their properties as debtors in possession in accordance with sections 1107(a) and 1108 of the Bankruptcy Code;
- c. filed, on June 28, 2026, the *Joint Chapter 11 Plan of U.S. TelePacific Corp. and Its Debtor Affiliates* [Docket No. 15];
- d. filed, on June 28, 2026, the *Disclosure Statement for the Joint Chapter 11 Plan of U.S. TelePacific Corp. and Its Debtor Affiliates* [Docket No. 21];
- e. filed, on June 28, 2026, the *Debtors’ Emergency Motion for Entry of an Order (I)(A) Approving Bid Procedures and Authorizing Sale Transaction; (B) Authorizing Designation of Stalking Horse Bidder; (C) Scheduling Auction and Sale Hearing;*

¹ The Debtors in these chapter 11 cases, together with the last four digits of the Debtors’ federal tax identification numbers, are: U.S. TelePacific Holdings Corp. (0151); Mpower Holding Corporation (N/A); Mpower Communications Corp. (0042); TPx International Holdings Corp. (N/A); U.S. TelePacific Corp. (3876); NextWeb, Inc. (7530); DSCI, LLC (1304); OCIX, Inc. (2715); Arrival Communications, Inc. (2990); TPx Communications Co. (8824); Big City Networks, Inc. (N/A); and ICG ChoiceCom L.P. (N/A). The Debtors’ service address is Plaza 7000 North Mopac Expressway, Suite 2080, Austin, TX 78731.

² A detailed description of the Debtors, their business, and the facts and circumstances surrounding these Chapter 11 Cases, is set forth in greater detail in the *Declaration of Steven Shenker in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 24].

(D) Approving Sale Notices; (E) Approving Assumption and Assignment Procedures; and (II) Granting Related Relief [Docket No. 17];

- f. filed, on June 28, 2026, the Debtors' Emergency Motion for Entry of an Order (I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing; (II) Conditionally Approving the Disclosure Statement; (III) Establishing a Plan and Disclosure Statement Objection Deadline and Related Procedures; (IV) Approving the Solicitation Procedures; (V) Approving the Combined Notice; (VI) Establishing Procedures for the Assumption and Rejection of Executory Contracts and Unexpired Leases; and (VII) Granting Related Relief [Docket No. 23];
- g. obtained, on June 29, 2026, an Order *(I)(A) Approving Bid Procedures and Authorizing Sale Transaction; (B) Authorizing Designation of Stalking Horse Bidder; (C) Scheduling Auction and Sale Hearing; (D) Approving Sale Notices; (E) Approving Assumption and Assignment Procedures; and (II) Granting Related Relief* [Docket No. 66] (the "Bid Procedures Order");
- h. filed, on July 6, 2026, the solicitation version of the *Joint Chapter 11 Plan of U.S. TelePacific Corp. and Its Debtor Affiliates* [Docket No. 105];
- i. filed, on July 6, 2026, the solicitation version of the *Disclosure Statement for the Joint Chapter 11 Plan of U.S. TelePacific Corp. and Its Debtor Affiliates* [Docket No. 106];
- j. obtained, on July 7, 2026, an Order *(I) Scheduling a Combined Disclosure Statement Approval and Plan Confirmation Hearing; (II) Conditionally Approving the Disclosure Statement; (III) Establishing a Plan and Disclosure Statement Objection Deadline and Related Procedures; (IV) Approving the Solicitation Procedures; (V) Approving the Combined Notice; (VI) Establishing Procedures for the Assumption and Rejection of Executory Contracts and Unexpired Leases; and (VII) Granting Related Relief* [Docket No. 115] (the "Disclosure Statement Order") conditionally approving the Disclosure Statement (as defined below) and approving (i) the solicitation procedures (the "Solicitation Procedures"), (ii) the materials to be distributed to Holders of Claims entitled to vote, including the appropriate Ballots (collectively, the "Solicitation Packages"), and (iii) the materials to be distributed to Holders of Claims not entitled to vote, including the Notice of Non-Voting Status and the Release Opt-Out Form or Release Opt-In Form, as applicable (collectively, the "Non-Voting Status Packages");
- k. caused, on July 7, 2026, through Kroll Restructuring Administration LLC (the "Claims and Noticing Agent"), the transmittal of (i) the Solicitation Packages, (ii) the Non-Voting Status Packages and (iii) the notice of the Combined Hearing (the "Combined Hearing Notice") to Holders of Claims or Interests as described in the *Affidavit of Service of Solicitation Materials* [Docket No. 326] and the *Affidavit of Supplemental Service of Solicitation Materials* [Docket No. 330] (the "Affidavits of Service"), in accordance with the Disclosure Statement Order;

- l. caused, on July 13, 2026, the Claims and Noticing Agent to publish a notice of the Combined Hearing (the “Publication Notice”) in *The New York Times* and on July 14, 2026, the Claims and Noticing Agent to publish the Publication Notice in *The Austin American-Statesman*, as evidenced by the *Certificate of Publication* [Docket No. 229] (the “Publication Certificate”);
- m. filed, on August 10, 2026, the *Notice of Cancellation of Auction and Proceeding with Reorganization Transaction* [Docket No. 267];
- n. filed, on August 17, 2026, the *Notice of Filing of Plan Supplement* [Docket No. 276] (as amended, restated, or modified, the “Plan Supplement”);
- o. filed, on August 18, 2026, the *Amended Joint Chapter 11 Plan of U.S. TelePacific Corp. and Its Debtor Affiliates* [Docket No. 279];
- p. filed, on August 18, 2026, the *Disclosure Statement for the Amended Joint Chapter 11 Plan of U.S. TelePacific Corp. and Its Debtor Affiliates* [Docket No. 280] (together with all exhibits thereto, as may be amended, modified, or supplemented, the “Disclosure Statement”);
- q. filed, on August 31, 2026, the *Amended Joint Chapter 11 Plan of U.S. TelePacific Corp. and Its Debtor Affiliates (with Technical and Non-substantive Modifications)* [Docket No. 340] (as may be further amended, modified, or supplemented, the “Plan”);³
- r. caused, on August 31, 2026, the Claims and Noticing Agent to file the *Declaration of Alex Orchowski of Kroll Restructuring Administration LLC Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Amended Joint Chapter 11 Plan of U.S. TelePacific Corp. and Its Debtor Affiliates (with Technical and Non-substantive Modifications)* [Docket No. 342] (the “Voting Declaration”);
- s. filed, on August 31, 2026 the *Declaration on Anthony R. Horton in Support of Confirmation of the Amended Joint Chapter 11 Plan of U.S. TelePacific Corp. and Its Debtor Affiliates (with Technical and Non-substantive Modifications)* [Docket No. 343];
- t. filed, on August 31, 2026, the *Declaration of Steven Shenker in Support of (I) Final Approval of the Disclosure Statement and (II) Confirmation of the Amended Joint Chapter 11 Plan of U.S. TelePacific Corp. and Its Debtor Affiliates (with Technical and Non-substantive Modifications)* [Docket No. 344] (the “Shenker Declaration”); and

³ All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan and Disclosure Statement or the Disclosure Statement Order, as applicable. The rules of interpretation set forth in Article I.B of the Plan shall apply to this Confirmation Order.

- u. filed, on August 31, 2026, the *Memorandum of Law in Support of (I) Final Approval of the Disclosure Statement, and (II) Confirmation of the Amended Joint Chapter 11 Plan of U.S. TelePacific Corp. and Its Debtor Affiliates (with Technical and Non-substantive Modifications)* [Docket No. 345] (the “Confirmation Brief”).

And this Bankruptcy Court having:

- a. set August 26, 2026, at 4:00 p.m., prevailing Central Time, as the deadline to file and serve objections to the Disclosure Statement, the Plan, or Confirmation (the “Objection Deadline”);
- b. set September 2, 2026, at 11:00 a.m., prevailing Central Time, as the date and time for the commencement of the Combined Hearing pursuant to Bankruptcy Rules 3017 and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code;
- c. reviewed the Plan, the Disclosure Statement, the Plan Supplement, the Voting Declaration, the Shenker Declaration, the Confirmation Brief, and all pleadings, exhibits, statements, responses, and comments regarding Confirmation, including all objections, statements, and reservations of rights filed by parties in interest on the docket of the Chapter 11 Cases;
- d. considered the Restructuring Transactions incorporated and described in the Plan and Plan Supplement, as applicable;
- e. reviewed the discharge, compromises, settlements, releases, exculpations, and injunctions set forth in Article VIII of the Plan;
- f. reviewed the Committee Settlement, as set forth in the Plan and the *Notice of Settlement Term Sheet Regarding the Global Settlement Among the Debtors, Ad Hoc Group, and Committee* [Docket No. 230];
- g. held the Combined Hearing on September 2, 2026;
- h. heard the statements, arguments, and objections made by counsel with respect to final approval of the Disclosure Statement and Confirmation;
- i. considered all oral representations, testimony, documents, filings, and other evidence regarding final approval of the Disclosure Statement and Confirmation;
- j. overruled any objections to the Disclosure Statement, the Plan, or Confirmation and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated; and
- k. taken judicial notice of all papers and pleadings filed in the Chapter 11 Cases and all evidence proffered or adduced and all arguments made at the hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases.

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

FINDINGS OF FACT AND CONCLUSIONS OF LAW

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

A. Findings and Conclusions.

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

B. Jurisdiction, Venue, and Core Proceeding.

2. The Bankruptcy Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Approval of the confirmation of the Plan is a core proceeding under 28 U.S.C. § 157(b)(2), and the Bankruptcy Court has exclusive jurisdiction to (a) determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed and (b) enter a final order with respect thereto.

C. Eligibility for Relief.

3. The Debtors were and are entities eligible for relief under section 109 of the Bankruptcy Code. The Debtors are proper plan proponents under section 1121(a) of the Bankruptcy Code.

D. Commencement and Joint Administration of the Chapter 11 Cases.

4. On the Petition Date, the Debtors commenced the Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. On June 29, 2026, the Bankruptcy Court entered an *Order (I) Directing Joint Administration of the Debtors' Chapter 11 Cases; and (II) Granting Related Relief* [Docket No. 38] in accordance with Bankruptcy Rule 1015(b). The Debtors have operated their businesses and managed their properties as debtors in possession under sections 1107(a) and 1108 of the Bankruptcy Code.

5. No party has requested the appointment of a trustee or examiner in the Chapter 11 Cases.

E. Judicial Notice.

6. The Bankruptcy Court takes judicial notice of (and deems admitted into evidence for Confirmation) the docket of the Chapter 11 Cases maintained by the clerk of the Bankruptcy Court or its duly appointed agent, including all pleadings and other documents on file, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered, or adduced at the hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases.

F. Appointment of Statutory Committee.

7. On July 9, 2026, certain creditors were appointed to the Official Committee of Unsecured Creditors (the "Committee"), and the Office of the United States Trustee for Region 7 ("U.S. Trustee") filed a notice of such appointment. *See* Docket No. 122.

G. Adequacy of Disclosure Statement.

8. On July 7, 2026, the Bankruptcy Court entered the Disclosure Statement Order, which, among other things: (a) conditionally approved the Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code and Bankruptcy Rule 3017; (b) approved the Solicitation Procedures; (c) scheduled August 26, 2026, at 4:00 p.m. (prevailing Central Time) as the Objection Deadline; and (d) set September 2, 2026, at 11:00 a.m. (prevailing Central Time) as the date of the Combined Hearing. The Disclosure Statement contains (i) sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable non-bankruptcy Laws, including the Securities Act, and (ii) “adequate information” (as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtors, the Plan, and the transactions contemplated therein.

H. Solicitation.

9. The solicitation of votes on the Plan complied with the Disclosure Statement Order and the Solicitation Procedures, was appropriate and satisfactory in all respects based upon the circumstances of the Chapter 11 Cases, and was in compliance with sections 1125 and 1126 of the Bankruptcy Code and any other applicable provisions of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018 and any other applicable Bankruptcy Rules, the Local Rules, and applicable non-bankruptcy law.

I. Filing of Plan Supplement.

10. The Plan Supplement complies with the terms of the Plan, and the Debtors provided good and proper notice of the filing in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Disclosure Statement Order, and the facts and circumstances of the Chapter 11 Cases. No other or further notice is or will be required with

respect to the Plan Supplement. For the avoidance of doubt, the Debtors may amend or supplement the Plan Supplement following the entry of this Confirmation Order to the extent authorized by the Plan (and in accordance with the consent rights therein) or this Confirmation Order.

J. Plan Modifications.

11. Pursuant to section 1127 of the Bankruptcy Code, any modifications to the Plan described or set forth in this Confirmation Order constitute technical or clarifying changes, changes with respect to particular Claims by agreement with Holders of such Claims, or modifications that do not otherwise materially and adversely affect or change the treatment of any other Claim or Interest under the Plan. These modifications are consistent with the disclosures previously made pursuant to the Disclosure Statement and Solicitation Package served pursuant to the Disclosure Statement Order, and notice of these modifications was adequate and appropriate under the facts and circumstances of the Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the solicitation or re-solicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that Holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan, as modified, is properly before this Bankruptcy Court and all acceptances of the Plan prior to such modification shall be binding, and shall apply with respect to the Plan.

K. Objections Overruled.

12. Any resolutions or dispositions of objections to the Disclosure Statement, the Plan, or Confirmation explained or otherwise ruled upon by the Bankruptcy Court on the record at the Combined Hearing are hereby incorporated by reference. All remaining unresolved objections, statements, informal objections, and reservations of rights, if any, related to the Disclosure Statement or the Plan, are overruled on the merits, with prejudice.

L. Transmittal of Notice.

13. As evidenced by the Affidavits of Service, Publication Certificate, and the Voting Declaration, the Debtors provided due, adequate, and sufficient notice of the Plan, the Disclosure Statement, the Disclosure Statement Order, the Notice of Non-Voting Status, the Combined Hearing Notice, the Plan Supplement, and all of the other materials distributed by the Debtors in connection with Confirmation in compliance with the Bankruptcy Code, Bankruptcy Rules, including Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b), the Local Rules, and the procedures set forth in the Disclosure Statement Order. The Debtors and their Claims and Noticing Agent adhered to the terms of the Disclosure Statement Order and the Solicitation Procedures. The Debtors provided due, adequate, and sufficient notice of the Objection Deadline, the Combined Hearing, and any applicable bar dates and hearings described in the Disclosure Statement Order in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Disclosure Statement Order.

14. On or before the Solicitation Deadline, the Claims and Noticing Agent mailed to Holders of Claims or Interests in the Non-Voting Classes a Non-Voting Status Package (including the Notice of Non-Voting Status and the Release Opt-Out Form or Release Opt-In Form, as applicable). The Non-Voting Status Package provided sufficient notice of the injunction, release, and exculpation provisions of the Plan.

M. Bankruptcy Rule 3016.

15. The Plan and all modifications thereto are dated and identify the Entities submitting them, thereby satisfying Bankruptcy Rule 3016(a). The Debtors appropriately filed the Disclosure Statement and Plan with the Bankruptcy Court, thereby satisfying Bankruptcy Rule 3016(b). The injunction, release, and exculpation provisions in the Disclosure Statement and Plan describe, in bold font and with specific and conspicuous language, all acts to be enjoined and

identify the Entities that will be subject to the injunction, thereby satisfying Bankruptcy Rule 3016(c). To the extent of any conflict between the Disclosure Statement, the Plan, and this Confirmation Order, this Confirmation Order controls.

N. Bankruptcy Rule 3017.

16. The Debtors provided proper and sufficient notice of the Plan, the Disclosure Statement, and notice of the time within which acceptances and rejections of the Plan may be filed, as required by Bankruptcy Rule 3017(d), as modified by the Disclosure Statement Order. The Solicitation Package or Non-Voting Status Package, as applicable, each including the Combined Hearing Notice, were provided to all known creditors and equity holders. Accordingly, notice was adequate, satisfied Bankruptcy Rule 3017(d), and was in accordance with applicable procedures contemplated by the Disclosure Statement Order.

O. Burden of Proof.

17. The Debtors, as proponents of the Plan, have met their burden of proving the elements of section 1129 of the Bankruptcy Code by a preponderance of the evidence, the applicable evidentiary standard for Confirmation. Each witness who submitted a declaration or testified on behalf of the Debtors in connection with the Combined Hearing was credible, reliable, and qualified as to the topics addressed.

P. The Plan's and the Debtors' Compliance with the Bankruptcy Code.

18. The Plan and the Debtors have complied with all applicable provisions of section 1129 of the Bankruptcy Code.

i. 11 U.S.C. § 1129(a)(1) – Plan Compliance with the Applicable Provisions of the Bankruptcy Code.

19. As required by section 1129(a)(1) of the Bankruptcy Code, the Plan complies with all applicable provisions of the Bankruptcy Code, including sections 1122 and 1123 thereof.

ii. Sections 1122 and 1123(a)(1) – Proper Classification of Claims and Interests.

20. The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. Article III of the Plan designates Classes of Claims and Interests, other than Administrative Claims, DIP Claims, Professional Fee Claims, Priority Tax Claims, and Transaction Expenses, which, pursuant to section 1123(a)(1) of the Bankruptcy Code, need not be classified. As required by section 1122(a) of the Bankruptcy Code, each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and the classifications were not promulgated for any improper purpose. The Plan therefore satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

iii. Section 1123(a)(2) – Specification of Unimpaired Classes.

21. Article III of the Plan specifies that Class 1 (Other Secured Claims) and Class 2 (Other Priority Claims) are Unimpaired and conclusively presumed to have accepted the Plan and are not entitled to vote to accept or reject the Plan, within the meaning of section 1124 of the Bankruptcy Code. Class 7 (Intercompany Claims) and Class 9 (Intercompany Interests) are either Impaired or Unimpaired under the Plan and, pursuant to sections 1126(f) and 1126(g) of the Bankruptcy Code, are deemed either to accept or reject the Plan and, accordingly, are not entitled to vote on the Plan. The Plan therefore satisfies the requirements of section 1123(a)(2) of the Bankruptcy Code.

iv. Section 1123(a)(3) – Specification of Treatment of Impaired Classes.

22. Article III of the Plan specifies that Class 3 (Pari Funded Debt Secured Claims), Class 4 (Second Lien Secured Claims), Class 5 (Third Lien Secured Claims), Class 6 (General Unsecured Claims), Class 8 (Subordinated Claims), and Class 10 (Existing Equity Interests) are

Impaired under the Plan. Class 3 (Pari Funded Debt Secured Claims), Class 4 (Second Lien Secured Claims), Class 5 (Third Lien Secured Claims), and Class 6 (General Unsecured Claims) are Impaired and entitled to vote to accept or reject the Plan. Class 8 (Subordinated Claims) and Class 10 (Existing Equity Interests) are deemed to reject the Plan and are not entitled to vote. The Plan therefore satisfies the requirements of section 1123(a)(3) of the Bankruptcy Code.

v. Section 1123(a)(4) – No Discrimination.

23. Article III of the Plan provides for equality of treatment of each Claim or Interest within a particular Class, unless the Holder of a particular Claim or Interest has agreed to a less favorable treatment with respect to such Claim or Interest. The Plan therefore satisfies section 1123(a)(4) of the Bankruptcy Code.

vi. Section 1123(a)(5) – Implementation of the Plan.

24. The Plan and the various documents and forms of agreement included in the Plan Supplement provide adequate and proper means for implementation of the Plan, including, without limitation: (a) the general settlement of Claims and Interests, including the Committee Settlement; (b) the implementation of the Restructuring Transactions, including by the issuance of all securities, notes, warrants, instruments, agreements, certificates, and other documents required to be issued or executed pursuant to the Plan, one or more inter-company mergers, consolidations, amalgamations, arrangements, continuances, restructurings, conversions, dissolutions, transfers, liquidations, or other corporate actions, as described in Article IV.B; (c) the treatment of Cash received pursuant to the Receivables Purchase Agreements; (d) the vesting of assets in the Reorganized Debtors; (e) the cancellation of existing securities and agreements; (f) the cancellation of certain existing security interests; (g) the sources of consideration for Plan distributions; (h) the exemption of Plan Securities from certain securities laws; (i) the authorization to offer, issue, and distribute the New Equity Interests; (j) the consummation of the Cash-Out

Option; (k) the issuance of the Warrants; (l) the authorization to enter into the 1L Exit Facility; (m) the terms of the Preferred Equity Interests; (n) the authorization of certain corporate actions contemplated under the Plan; (o) the continued corporate existence of each Debtor; (p) the adoption of the New Organizational Documents; (q) the appointment of the New Board; (r) the effectuation and implementation of certain documents and transactions; (s) the preservation of certain Causes of Action; (t) the exemption from transfer taxes pursuant to section 1146(a) of the Bankruptcy Code; (u) the authority to honor the Indemnification Obligations; and (v) the cooperation of the Independent Directors. The Plan therefore satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

vii. Section 1123(a)(6) – Non-Voting Equity Securities.

25. The Plan provides that the New Organizational Documents will prohibit the issuance of non-voting equity securities. The Plan therefore satisfies the requirements of section 1123(a)(6) of the Bankruptcy Code.

viii. Section 1123(a)(7) – Selection of Officers and Directors.

26. The Plan provides that, as of the Effective Date, all directors, managers, and other members of existing boards or governance bodies of the Debtors shall cease to hold office or have any authority from and after such time unless such individuals are selected to hold positions pursuant to the applicable governing body or documents with respect to the Reorganized Debtors, and the post-Effective Date directors and officers shall be appointed in accordance with Article IV.Q of the Plan. Pursuant to section 1129(a)(5) of the Bankruptcy Code, the Debtors have disclosed in the Plan Supplement the identity and affiliations of any person proposed to serve on the New Board of the Reorganized Debtors as well as those persons that will serve as officers of the Reorganized Debtors, to the extent known. The Plan therefore satisfies the requirements of

section 1123(a)(7) of the Bankruptcy Code. The appointment of officers and directors of the Reorganized Debtors is consistent with the interests of creditors and with public policy.

ix. Sections 1123(a)(8) and 1123(c) – No Debtor Is an Individual.

27. None of the Debtors is an individual. Accordingly, sections 1123(a)(8) and 1123(c) of the Bankruptcy Code are not applicable to the Plan.

x. Section 1123(b) – Discretionary Contents of the Plan.

28. The Plan contains various provisions that may be construed as discretionary but not necessary for Confirmation under the Bankruptcy Code. Any such discretionary provision complies with section 1123(b) of the Bankruptcy Code and is not inconsistent with the applicable provisions of the Bankruptcy Code. The Plan therefore satisfies the requirements of section 1123(b) of the Bankruptcy Code.

xi. Section 1123(b)(1) – Impairment or Unimpairment of Classes of Claims and Interests.

29. Article III of the Plan leaves each Class of Claims or Interests Impaired or Unimpaired. The Plan therefore satisfies section 1123(b)(1) of the Bankruptcy Code.

xii. Section 1123(b)(2) – Assumption and Rejection of Executory Contracts and Unexpired Leases.

30. Article V of the Plan governs the Debtors' assumption of Executory Contracts and Unexpired Leases as of the Effective Date, and provides that, on the Effective Date, except as otherwise provided in Article V.A of the Plan and elsewhere therein, all Executory Contracts and/or Unexpired Leases not otherwise assumed and assigned or rejected will be deemed assumed by the applicable Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than those that: (a) are identified in the Rejected Executory Contracts and Unexpired Leases Schedule; (b) previously expired or terminated pursuant to their own terms; (c) are the subject of a motion to reject that is pending on the

Confirmation Date or that were previously rejected by an order of the Bankruptcy Court; (d) are identified in the *Debtors' First Omnibus Motion for Entry of an Order (I) Authorizing the Debtors to (A) Reject Certain Executory Contracts and Unexpired Leases, and (B) Abandon Certain Personal Property in Connection Therewith; and (II) Granting Related Relief* [Docket No. 16]; or (e) have an ordered or requested effective date of rejection that is after the Effective Date. The Plan therefore satisfies section 1123(b)(2) of the Bankruptcy Code.

31. The Debtors' determinations regarding the assumption and rejection of Executory Contracts and Unexpired Leases are based on and within the sound business judgment of the Debtors, are necessary to the implementation of the Plan, and are in the best interests of the Debtors, their Estates, Holders of Claims or Interests, and other parties in interest in these Chapter 11 Cases.

xiii. Section 1123(b)(3) – Preservation of Claims and Causes of Action.

32. In accordance with section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan, including the Committee Settlement, shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to the Plan. The Plan, including the Committee Settlement, shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Interests, and controversies pursuant to Bankruptcy Rule 9019, and the entry of this Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable and in the best interests of the Debtors and their Estates. Subject to Article VI of the Plan, all Plan distributions made to Holders of Allowed Claims in any Class are intended to be and shall be final.

xiv. Section 1123(b)(6) – Discharge, Releases, Injunction, Exculpation.

33. Discharge, Releases, Injunctions, and Exculpations. The Bankruptcy Court has jurisdiction under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(e) to approve the releases, injunctions, and exculpations set forth in Article VIII of the Plan. Section 105(a) of the Bankruptcy Code permits issuance of the injunctions and approval of the releases and exculpations set forth in Article VIII of the Plan because, as has been established here, based upon the record in the Chapter 11 Cases and the evidence proffered or adduced at or prior to the Combined Hearing, such provisions: (a) are made in exchange for good and valuable consideration; (b) are essential to the formulation and implementation of the Plan; (c) confer substantial benefits on the Debtors and the Estates; (d) are integral to and non-severable from the Plan; (e) are fair, equitable, and reasonable; and (f) are in the best interests of the Debtors, the Estates, the Reorganized Debtors, creditors, and other stakeholders. Pursuant to section 1123(b)(3) of the Bankruptcy Code, the releases, injunctions, and exculpations set forth in the Plan, as implemented by this Confirmation Order, are fair, equitable, reasonable, and in the best interests of the Debtors, the Estates, the Reorganized Debtors, and all Holders of Claims or Interests. The record of the Combined Hearing and the Chapter 11 Cases is sufficient to support the releases, injunctions, and exculpations provided for in Article VIII of the Plan. Accordingly, based upon the representations and arguments of counsel to the Debtors and all other testimony either actually given or proffered and other evidence introduced at the Combined Hearing and the full record of the Chapter 11 Cases, the Bankruptcy Court finds that the releases, injunctions, and exculpations set forth in Article VIII of the Plan (as modified herein) are consistent with the Bankruptcy Code and applicable law.

34. Discharge. Except as otherwise specifically provided in the Plan, this Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, and pursuant to section 1141(d) of the Bankruptcy Code, the

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

35. Debtor Release. The releases of Claims and Causes of Action by the Debtors described in Article VIII.C of the Plan in accordance with section 1123(b) of the Bankruptcy Code (the “Debtor Release”) represent a valid exercise of the Debtors’ business judgment.

36. The Debtor Release is an integral part of the Plan and is in the best interests of the Debtors' Estates. The Debtor Release is: (a) in exchange for good and valuable consideration provided by the Released Parties; (b) a good-faith settlement and compromise of Claims or Causes of Action released in Article VIII.C of the Plan; (c) in the best interests of the Debtors, their Estates, and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after reasonable investigation by the Debtors and after due notice and opportunity for a hearing; and (f) a bar to any of the Debtors, their Estates, or the Reorganized Debtors asserting any Claim or Cause of Action released by Article VIII.C of the Plan. The value with respect to the released Claims and Causes of Action, when weighed against the costs, supports the Debtor Release. The Plan, including the Debtor Release, was negotiated by sophisticated parties represented by able counsel and advisors, and their respective representatives and professionals. The Debtor Release was proposed in good faith.

37. The Debtor Release appropriately offers protection to parties that participated in the Debtors' reorganization process. Each of the Released Parties made significant contributions to the Chapter 11 Cases. The Debtor Release for the Debtors' fiduciaries is appropriate because the Debtors' fiduciaries share an identity of interest with the Debtors, supported the Plan and the Chapter 11 Cases, actively participated in meetings, hearings, and negotiations during the Chapter 11 Cases, and have provided other valuable consideration. The DIP Lenders, the Consenting Investor, and their representatives and advisors assisted in the negotiation and formulation of the Plan and the negotiation and consummation of the Restructuring Transactions, and the Debtor Release was a crucial component of the substantial consideration being provided by the DIP Lenders and the Consenting Investor, including the consideration being used to fund the Total GUC Consideration pursuant to the Committee Settlement.

38. The scope of the Debtor Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. The Debtor Release is appropriate in light of, among other things, the value provided by the Released Parties to the Debtors' Estates and the critical nature of the Debtor Release to the Plan, and the settlements and resolutions embodied therein. The record in the Chapter 11 Cases is sufficient to support the Debtor Release. The Debtors, the Consenting Investor, TSHL, the DIP Lenders and the DIP Agent, the Agents, the Consenting Lenders, and each of their Related Parties have played an integral role in, and have provided a tangible benefit to, the Debtors' restructuring efforts. These parties have worked diligently in connection with the Debtors' reorganization and restructuring for the benefit of all stakeholders. The Debtors, the Consenting Investor, TSHL, the DIP Lenders and the DIP Agent, the Agents, the Consenting Lenders, and each of their Related Parties (a) assisted in the negotiation and formulation of the Disclosure Statement and Plan and the negotiation and consummation of the Restructuring Transactions and (b) responded to myriad issues that arose during the restructuring process and the Chapter 11 Cases. Each of the parties receiving a release under the Plan has participated in the Chapter 11 Cases and the Debtors' restructurings in good faith, and has acted in compliance with all provisions of the Bankruptcy Code, including the negotiation, preparation, and pursuit of confirmation of the Plan, and the negotiation and consummation of the reorganization. Accordingly, the release provisions in Article VIII.C of the Plan are appropriate, as they represent a valid exercise of the Debtors' business judgment.

39. Third-Party Release. The release by the Releasing Parties (the "Third-Party Release"), set forth in Article VIII.D of the Plan, was consensually provided after due notice and opportunity for a hearing and is an essential provision of the Plan. The Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good

and valuable consideration provided by the Released Parties, including the Released Parties' contribution to facilitating the restructuring and implementing the Plan; (d) a good faith settlement and compromise of the Claims or Causes of Action released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for a hearing; (h) a bar to any of the Releasing Parties asserting any Claims or Causes of Action pursuant to the Third-Party Release; (i) specific in language and scope; and (j) consistent with sections 105, 524, 1123, 1129, and 1141 and other applicable provisions of the Bankruptcy Code.

40. Like the Debtor Release, the Third-Party Release facilitated participation in both the Debtors' Plan and the chapter 11 process generally, and is an integral part of the Plan and the Committee Settlement, including as consideration for the Total GUC Consideration. The Third-Party Release resulted from extensive arm's-length and good faith negotiations among the Debtors, the Ad Hoc Group, and the Committee. The Third-Party Release was critical to incentivizing parties, including the Committee, to support the Plan. As such, the Third-Party Release appropriately offers certain protections to parties who constructively participated in the Debtors' reorganization process by, among other things, supporting the Restructuring Transactions and the Plan, including the resolutions and settlements embodied therein.

41. Holders of Claims or Interests were given due and adequate notice that (a) the Plan contained a Third-Party Release; (b) they could choose to opt-out of, or opt-in to (as applicable) the Third-Party Release (including detailed instructions to do so); and (c) by choosing to not opt-out of, or to opt-in to (as applicable) the Third-Party Release, they would be consenting to the Third-Party Release. The Third-Party Release is therefore consensual as to the Releasing Parties, as such parties were provided notice of the Chapter 11 Cases, the Plan, the deadline to opt-out of,

or opt-in to, as applicable, the Third-Party Release, the deadline to object to Confirmation of the Plan, and the Combined Hearing.

42. The scope of the Third-Party Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases, and parties in interest received due and adequate notice of the Third-Party Release. Among other things, the Plan and the Disclosure Statement provide appropriate and specific disclosure with respect to the Entities, Claims, Causes of Action, and liabilities that are subject to the Third-Party Release, and no other disclosure is necessary. The Debtors provided sufficient notice of the Third-Party Release, including by providing actual notice to all known parties in interest, including all known Holders of Claims against, and Interests in, any Debtor and publishing notice in *The New York Times* and *The Austin American-Statesman* for the benefit of unknown parties in interest, and no further or other notice is necessary. The Third-Party Release is designed to provide finality for the Debtors, the Reorganized Debtors, and the Released Parties regarding the parties' respective obligations under the Plan.

43. The Third-Party Release is specific in language, integral to the Plan, and given for adequate consideration. The Releasing Parties were given due and adequate notice of the Third-Party Release. In light of, among other things, the mutuality of the release, the value provided by the Released Parties to the Debtors' Estates, and the critical nature of the Third-Party Release to the Plan, the Third-Party Release is appropriate. The record of the Combined Hearing and the Chapter 11 Cases is sufficient to support the Third-Party Release.

44. Exculpation. The exculpation provisions set forth in Article VIII.E of the Plan (the "Exculpation") are essential to the Plan. The record in the Chapter 11 Cases fully supports the Exculpation, which is appropriately tailored to protect the Exculpated Parties from inappropriate litigation and to exclude acts or omissions that are determined in a Final Order by a

court of competent jurisdiction to have constituted fraud, gross negligence, or willful misconduct, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Definitive Documents. The Exculpated Parties subject to the Exculpation have, and, upon entry of this Confirmation Order will be deemed to have, participated in the Chapter 11 Cases in good faith and in compliance with all applicable laws with regard to the distribution of recoveries under the Plan (including providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Exculpated Party on the Plan or this Confirmation Order in lieu of such legal opinion) and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation or such distributions made pursuant to the Plan. The Exculpated Parties are found to have fulfilled their fiduciary duties, to the extent such duties exist, to all parties in interest in the Chapter 11 Cases. The Exculpation, including its carve-outs, is consistent with established practice in this jurisdiction and others.

45. Injunctions. The injunction provisions set forth in the Plan, including, but not limited to, those provided in Article VIII.F of the Plan are hereby authorized, approved, and binding on all Persons and Entities described therein. Absent reversal, vacatur, or stay of the Confirmation Order, to the fullest extent permitted under applicable law, no Person or Entity may take any action against any Person or Entity released or discharged (or the property or estate of any such Person or Entity so released and discharged) under the Plan, or otherwise take any action inconsistent with the Plan and the findings of fact and conclusions of law contained in the Confirmation Order, and this Bankruptcy Court shall maintain exclusive jurisdiction to enter and implement orders to enforce the injunction provisions contained in the Plan as may be necessary

or appropriate to restrain interference by any Entity in connection with actions inconsistent with the Plan and the findings of fact and conclusions of law contained in the Confirmation Order.

46. The injunctions are essential to the Plan and are necessary to preserve and enforce the discharge, Debtor Release, the Third-Party Release, and the Exculpation, each as set forth in Articles VIII.A, VIII.C, VIII.D, and VIII.E of the Plan, respectively, and are appropriately tailored to achieve those purposes.

47. No Person or Entity may commence, continue, amend, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, amending, or pursuing, a Claim or Cause of Action, as applicable, of any kind against the Debtors, the Exculpated Parties, or the Released Parties, as applicable, that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of, a Claim or Cause of Action, as applicable, subject to Article VIII.C, Article VIII.D, Article VIII.E, or Article VIII.F of the Plan, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action, as applicable, represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action, as applicable, against any such Debtor, Exculpated Party, or Released Party, as applicable. The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

48. Lien Releases. The release and discharge of mortgages, deeds of trust, charges, encumbrances, Liens, pledges, or other security interests against any property of the Estates (wherever recorded, filed, or otherwise noticed and under applicable Law (whether domestic or foreign)), as described in Article VIII.B of the Plan (the “Lien Release”) is necessary to implement the Plan. The provisions of the Lien Release are appropriate, fair, equitable, reasonable, and in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

49. Except as otherwise provided herein, as of the Effective Date, all releases, waivers, discharges, exculpations, and injunctions set forth in the Plan and/or this Confirmation Order shall be effective and binding on all persons. The Plan and this Confirmation Order shall have *res judicata*, collateral estoppel, and estoppel (judicial, equitable, or otherwise) effect with respect to all matters provided for in, or resolved pursuant to, the Plan and/or this Confirmation Order, including the release, injunction, exculpation, and discharge provisions contained in the Plan and/or this Confirmation Order.

xv. Section 1123(d) – Cure of Defaults.

50. Pursuant to the Plan and the Bid Procedures Order, the Debtors served the *Notice of (A) Potential Executory Contracts and Unexpired Leases to Be Assumed by the Debtors Pursuant to the Plan, (B) Cure Amounts, if any, and (C) Related Procedures in Connection Therewith* [Docket No. 133] and the *Supplemental Notice of (A) Potential Executory Contracts and Unexpired Leases to Be Assumed by the Debtors Pursuant to the Plan, (B) Cure Amounts, if any, and (C) Related Procedures in Connection Therewith* [Docket No. 316] (collectively, the “Assumption and Assignment Notices”), which listed proposed cure amounts, based on the Debtors’ books and records, for each Executory Contract and Unexpired Lease that was to potentially be assumed and assigned. The Debtors served sufficient notice on the counterparties to such Executory Contracts and Unexpired Leases, and all issues related to Cure and assumption/assignment of Executory Contracts and Unexpired Leases are resolved or shall be resolved by the Effective Date pursuant to Articles V.A and XI of the Plan. The Plan therefore satisfies the requirements of section 1123(d) of the Bankruptcy Code.

xvi. Section 1129(a)(2) – Debtors’ Compliance with the Applicable Provisions of the Bankruptcy Code.

51. The Debtors, as proponents of the Plan, have complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, 1127, and 1128, and Bankruptcy Rule 3017.

52. The Debtors and their agents have distributed applicable notices, including the Opt-Out Form, the Opt-In Form, the Notice of Non-Voting Status, and the Combined Hearing Notice, and have participated in the activities described in section 1125 of the Bankruptcy Code fairly, in good faith within the meaning of section 1125(e) of the Bankruptcy Code, and in a manner consistent with the applicable provisions of the Disclosure Statement Order, the Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable rules, laws, and regulations and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Article VIII.E of the Plan.

53. The Debtors, the Debtors’ board members and officers, and the Debtors’ respective agents have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the offering, issuance, and distribution of recoveries under the Plan and, therefore, are not, and on account of such distributions will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the distributions made under the Plan.

xvii. Section 1129(a)(3) – Plan Proposed in Good Faith.

54. The Debtors have proposed the Plan (and all documents necessary to effectuate the Plan) in good faith and not by any means forbidden by law. The Chapter 11 Cases were filed, and the Plan was proposed, with an honest belief that the Debtors were in need of reorganization and

with the legitimate purpose of maximizing value of the Debtors' Estates and emerging from bankruptcy with sufficient proceeds to distribute to their creditors. The Debtors' good faith is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement, the record of the Combined Hearing, and other proceedings held in the Chapter 11 Cases. The Plan and the contracts, instruments, releases, agreements, and documents necessary and related to implementing, effectuating, and consummating the Plan, including, without limitation, the Restructuring Transactions, are the culmination of extensive good-faith, arm's-length negotiations. Further, the Plan's classification, indemnification, release, injunction, and exculpation provisions (as modified herein) have been negotiated in good faith and at arm's length, are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code and applicable law in this Circuit, and are each necessary for the Debtors' successful reorganization. In determining that the Plan satisfies section 1129(a)(3) of the Bankruptcy Code, the Bankruptcy Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan itself, and the process leading to Confirmation. The Plan therefore satisfies the requirements of section 1129(a)(3) of the Bankruptcy Code.

xviii. Section 1129(a)(4) – Payments for Services or Costs and Expenses.

55. Except as otherwise provided or permitted by the Plan or other orders of the Bankruptcy Court, the payments for services or costs and expenses in or in connection with the Chapter 11 Cases, or in connection with the Plan and incidental to the Chapter 11 Cases, in each case incurred prior to the Effective Date, including Claims for professional fees that have been or will be paid by the Debtors, have been, hereby are, or will be, authorized by order of the Bankruptcy Court or are otherwise permitted under the Bankruptcy Code. The Plan therefore satisfies the requirements of section 1129(a)(4) of the Bankruptcy Code.

xix. Section 1129(a)(5) – Directors, Officers, and Insiders.

56. The Debtors have disclosed the identity, affiliation, and compensation of any known individual proposed to serve as a director or officer of the Debtors. The appointment of such directors and officers, and the disclosure thereof, is consistent with the interests of the creditors and with public policy. The Debtors have disclosed the identity of any known insider that will be employed by the Reorganized Debtors in the Plan Supplement. Accordingly, the Debtors have satisfied the requirements of section 1129(a)(5) of the Bankruptcy Code.

xx. Section 1129(a)(6) – No Rate Changes.

57. The Plan does not provide for any change in rates subject to the jurisdiction of any governmental regulatory commission and will not require governmental regulatory approval. Accordingly, section 1129(a)(6) of the Bankruptcy Code does not apply to the Plan.

xxi. Section 1129(a)(7) – Best Interests of Creditors Test.

58. The Liquidation Analysis, the Shenker Declaration, and other evidence proffered or adduced at the Combined Hearing: (a) are reasonable, persuasive, credible and accurate; (b) use reasonable and appropriate methodologies and assumptions; (c) have not been controverted by other evidence; and (d) establish that each Holder of a Claim or Interest in an Impaired Class will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date of the Plan, that is not less than the amount that it would receive if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code on such date. The Plan therefore satisfies section 1129(a)(7) of the Bankruptcy Code.

xxii. Section 1129(a)(8) – Acceptance by Certain Classes.

59. Class 1 and Class 2 are Unimpaired under the Plan and are presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Class 8 and Class 10 are Impaired under the Plan and are deemed to have rejected the Plan pursuant to section 1126(g) of

the Bankruptcy Code. Class 7 and Class 9 are either Impaired or Unimpaired under the Plan and are deemed to accept or reject the Plan pursuant to section 1126(f) and (g) of the Bankruptcy Code. Class 3, Class 4, Class 5, and Class 6 are Impaired under the Plan and have voted to accept the Plan pursuant to section 1126(c) of the Bankruptcy Code. Nevertheless, because the Plan has not been accepted by Class 8 and Class 10, the Debtors seek Confirmation under section 1129(b), solely with respect to Class 8 and Class 10, rather than section 1129(a)(8) of the Bankruptcy Code. Although section 1129(a)(8) has not been satisfied with respect to Class 8 and Class 10, the Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to Class 8 and Class 10 and thus satisfies section 1129(b) of the Bankruptcy Code with respect to such Classes as described further below. As a result, the requirements of section 1129(b) of the Bankruptcy Code are satisfied.

xxiii. Section 1129(a)(9) – Treatment of Administrative Expense Claims and Priority Tax Claims.

60. The treatment of Administrative Claims, DIP Claims, Professional Fee Claims, Priority Tax Claims, and Transaction Expenses under Article II of the Plan and of Other Priority Claims and Other Secured Claims under Article III of the Plan satisfies the requirements of, and complies in all respects with, section 1129(a)(9) of the Bankruptcy Code, subject to certain bar date provisions consistent with Bankruptcy Rules 3002 and 3003. The Plan therefore satisfies section 1129(a)(9) of the Bankruptcy Code.

xxiv. Section 1129(a)(10) – Acceptance by at Least One Impaired Class.

61. The Plan satisfies the requirements of section 1129(a)(10) of the Bankruptcy Code. As evidenced in the Voting Declaration, Class 3, Class 4, Class 5, and Class 6 voted to accept the Plan by the requisite numbers and amounts of Claims specified under section 1126(c) of the

Bankruptcy Code, determined without including any acceptance of the Plan by any insider (as that term is defined in section 101(31) of the Bankruptcy Code).

xxv. Section 1129(a)(11) – Feasibility.

62. The Plan is feasible within the meaning of section 1129(a)(11) of the Bankruptcy Code. The evidence proffered or adduced at or prior to the Combined Hearing, the Shenker Declaration, and the Confirmation Brief: (a) are reasonable, persuasive, accurate and credible as of the dates such analysis or evidence was prepared, presented, or proffered; (b) have not been controverted by other evidence; (c) use reasonable and appropriate methodologies and assumptions; (d) establish that, upon Closing of the Restructuring Transactions, the Reorganized Debtors will be able to fulfill their obligations to third parties in the ordinary course after the Effective Date; and (e) establish that confirmation of the Plan is not likely to be followed by a liquidation or need for a further reorganization of the Reorganized Debtors. Accordingly, the Debtors have established that the Plan has a reasonable likelihood of success. The Plan therefore is feasible and therefore satisfies the requirements of section 1129(a)(11) of the Bankruptcy Code.

xxvi. Section 1129(a)(12) – Payment of Certain Fees.

63. Article XII.C of the Plan provides that following confirmation, the Debtors shall pay quarterly fees to the U.S. Trustee to the extent, and in the amounts, required by 28 U.S.C. § 1930(a)(6) (including interest under 31 U.S.C. § 3717). Quarterly fees shall be payable for any case that is reopened. So long as the Debtors are required to make these payments, the Debtors shall file with the Bankruptcy Court quarterly reports in the form specified by the U.S. Trustee for that purpose. The Plan therefore satisfies the requirements of section 1129(a)(12) of the Bankruptcy Code.

xxvii. Section 1129(a)(13) – Continuation of Retiree Benefits.

64. The Debtors do not have any obligation to pay retiree benefits (as defined in section 1114 of the Bankruptcy Code). Therefore, section 1129(a)(13) of the Bankruptcy Code is inapplicable to these Chapter 11 Cases and the Plan.

xxviii. Sections 1129(a)(14), (15), and (16) – Domestic Support Obligations, Individuals, and Nonprofit Corporations.

65. The Debtors owe no domestic support obligations, are not individuals, and are not nonprofit corporations. Accordingly, sections 1129(a)(14), (15) and (16) of the Bankruptcy Code do not apply to the Plan.

xxix. Section 1129(b) – Fair and Equitable; No Unfair Discrimination.

66. The Plan satisfies the requirements of section 1129(b) of the Bankruptcy Code. Notwithstanding that Class 8 and Class 10 were deemed to reject the Plan, the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code. *First*, all of the requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8) have been met. *Second*, the Plan is fair and equitable with respect to the rejecting classes. The Plan has been proposed in good faith, is reasonable and meets the requirements that no Holder of any Claim or Interest that is junior to each such Class will receive or retain any property under the Plan on account of such junior Claim or Interest, and no Holder of a Claim or Interest in a Class senior to such Classes is receiving more than payment in full on account of its Claim or Interest. Accordingly, the Plan is fair and equitable towards all Holders of Claims and Interests in the rejecting classes. *Third*, the Plan does not discriminate unfairly with respect to the rejecting classes because similarly situated Claim or Interest Holders will receive substantially similar treatment on account of their Claims or Interests, as applicable, in such class. As set forth in the Plan, the Holders of Allowed Claims or Interests in the rejecting classes are all receiving equal treatment,

as is required. Therefore the Plan may be confirmed despite the fact that not all Impaired Classes have voted to accept the Plan.

xxx. Section 1129(c) – Confirmation of Only One Plan.

67. The Plan is the only plan of reorganization for the Debtors proposed and considered by the Bankruptcy Court for Confirmation. The Plan therefore satisfies the requirements of section 1129(c) of the Bankruptcy Code.

xxxi. Section 1129(d) – Principal Purpose of the Plan.

68. The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933, 15 U.S.C. § 77e, and no governmental unit has objected to the confirmation of the Plan on any such grounds. The Plan therefore satisfies the requirements of section 1129(d) of the Bankruptcy Code.

xxxii. Section 1129(e) – Not Small Business Cases.

69. The Chapter 11 Cases are not small business cases. Accordingly, section 1129(e) of the Bankruptcy Code does not apply to the Chapter 11 Cases.

xxxiii. Disclosure of Agreements and Other Documents.

70. The Debtors have disclosed all material facts, to the extent applicable, regarding: (a) the implementation of the Restructuring Transactions; (b) the selection of the New Board and new officers; (c) the exemption under section 1146(a) of the Bankruptcy Code; (d) all other actions contemplated by the Plan; and (e) the adoption, execution, and delivery of all contracts, leases, instruments, securities, releases, indentures, and other agreements related to any of the foregoing.

xxxiv. Approval of the Restructuring Transactions.

71. The Debtors conducted a thorough prepetition sale and marketing process, which continued following the Petition Date pursuant to the Bid Procedures Order. The Debtors received no Qualified Bids as of the Bid Deadline. Accordingly, the Restructuring Transactions represent

the most value maximizing transaction available to the Debtors, and the Debtors' decision to effectuate the Restructuring Transactions constitutes a reasonable and sound exercise of business judgment. The Restructuring Transactions are in the best interests of the Debtors, their bankruptcy Estates, their creditors, and all other parties in interest in the Chapter 11 Cases.

72. Cause has been shown as to why this Confirmation Order should not be subject to any stay provided by Bankruptcy Rule 6004(h).

73. Assumption and Assignment of Executory Contracts and Unexpired Leases. The Debtors' determinations regarding rejection or assumption and assignment of Executory Contracts and Unexpired Leases are in the best interests of the Debtors, their Estates, creditors, and other parties in interest, and represent the Debtors' reasonable exercise of sound and prudent business judgment.

74. Assumption of any Executory Contract or Unexpired Lease shall, upon satisfaction of the applicable requirements of section 365 of the Bankruptcy Code, result in the full, final, and complete release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults or provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption.

75. If the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan and the Confirmation Order results in a Claim, then, unless otherwise ordered by the Bankruptcy Court, such Claim shall be forever barred and shall not be enforceable against the Debtors, their Estates, the Reorganized Debtors, or any of their respective assets and properties unless a Proof of Claim is Filed with the Claims and Noticing Agent and served upon counsel to the Reorganized Debtors within thirty (30) days of the Effective Date.

76. Any disputed cure amount related to the assumption/assignment of any Executory Contract or Unexpired Lease will be determined prior to the Effective Date in accordance with the procedures set forth in Article V.A of the Plan and applicable bankruptcy and non-bankruptcy law.

Q. Plan Proposed in Good Faith.

77. The Debtors, the Consenting Investor, TSHL, the DIP Lenders and the DIP Agent, the Agents, the Consenting Lenders, and the Committee (and each of the foregoing parties' Related Parties) have been acting in good faith and will be acting in good faith if they proceed to: (a) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby and (b) take the actions authorized and directed by this Confirmation Order, in each case, to the extent such actions are consistent with the Plan or this Confirmation Order, as applicable.

R. Implementation.

78. All documents and agreements necessary to implement the Plan have been negotiated in good faith and at arm's-length and shall, upon completion of documentation and execution, be valid, binding and enforceable documents and agreements and are not in conflict with any federal or state laws. Consummation of the transactions contemplated by each such document or agreement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining which documents and agreements to enter into and have provided sufficient and adequate notice of such documents and agreements. For the avoidance of doubt, on the Effective Date, each Person or Entity that is a party to each of the Definitive Documents and all other documents and agreements necessary to implement the Plan shall automatically be deemed to be a party to such documents or agreements, in accordance with their terms, regardless of whether it executed a signature page to such documents or agreements. All parties receiving distributions under or otherwise affected by the terms, provisions, restrictions, and conditions contained in the Plan and/or any Plan Documents

shall be deemed to have received sufficient and adequate notice of, and to have actual knowledge of, all such terms, provisions, and restrictions. The Debtors and Reorganized Debtors, as applicable, are authorized, but not directed, to take any action reasonably necessary, advisable, or appropriate to consummate such agreements and the transactions contemplated thereby.

S. Satisfaction of Conditions Precedent to Effective Date.

79. The conditions precedent to the Effective Date set forth in Article IX.A of the Plan may be waived in whole or in part by the Debtors solely with the prior written consent of the Required Consenting Ad Hoc Group lenders and the Required Funding Consenting Lenders (and, solely if required by the consent rights contained in the Restructuring Support Agreement, the Consenting Investor and/or TSHL), without notice, leave, or order of the Bankruptcy Court or any formal action.

T. Warrants.

80. The Warrants, the Warrants Agreements, and the transactions contemplated thereby, including all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith are essential elements of the Plan, are necessary for Confirmation and consummation of the Plan, and are critical to the overall success and feasibility of the Plan. The Debtors have exercised reasonable business judgment in determining to enter into the Warrants Agreements. The terms of the Warrants, including the specific terms set forth in Article IV.K, are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, are supported by reasonably equivalent value and fair consideration, and were negotiated in good faith and at arm's-length.

81. The Reorganized Debtors are authorized, without further approval of this Bankruptcy Court, to execute, deliver, enter into, perform under, and consummate the Warrants Agreements and shall execute, deliver, file, record, and issue, as applicable, all agreements,

instruments, certificates, and other documents contemplated thereby, and perform their obligations thereunder without further notice to, or order of, this Bankruptcy Court or further corporate action or further act under applicable non-bankruptcy law, regulation, or rule. On or after the Effective Date, the Reorganized Debtors, or a direct or indirect parent thereof (including a newly formed entity), shall issue or cause to be issued the Warrants to the Holders of Allowed Second Lien Secured Claims, or, at the direction or election of such Holders, to one or more Affiliates of such Holders (each, a “Designated Recipient”), in accordance with the terms of the Warrants Agreements, the Plan, and this Confirmation Order, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or vote, consent, authorization, or approval of any Person. To receive any of the Warrants, a Holder of an Allowed Second Lien Term Loan Claim or Designated Recipient must meet the terms and conditions set forth in the Warrants Agreements, including that such Holder or Designated Recipient is able to certify that it is an “accredited investor” as defined in the Securities Rules as well as provide certain information about the Allowed Second Lien Term Loan Claims held by the Holder or Designated Recipient.

82. The Warrants Agreements shall constitute legal, valid, binding, and authorized obligations of the applicable Reorganized Debtors, enforceable in accordance with their terms. Confirmation of the Plan shall be deemed approval of the Warrants and the Warrants Agreements, as applicable, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, and authorization for the Reorganized Debtors to enter into and execute the Warrants Agreements as may be required to effectuate the treatment afforded by the Warrants. All Warrants issued pursuant to the Plan shall be duly authorized, validly issued, and non-assessable. Upon exercise

of the Warrants, the Common Equity Interests shall be issued and distributed free and clear of all Liens, Claims, and other Interests to the Holders of the applicable Allowed Second Lien Term Loan Claims, or at the direction or election of such Holders a Designated Recipient, pursuant to the Plan. For the avoidance of doubt, on the Effective Date, each Person or Entity that is a party to each of the Definitive Documents, including the Warrants Agreements, and all other documents and agreements necessary to implement the Plan shall automatically be deemed to be a party to such documents or agreements, in accordance with their terms, regardless of whether it executed a signature page to such documents or agreements. The transactions contemplated by the Warrants Agreements shall be deemed to have been undertaken in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, whether under the Bankruptcy Code or other applicable non-bankruptcy law, and shall not constitute preferential transfers, fraudulent transfers, obligations, or conveyances, or other voidable transfers or obligations under the Bankruptcy Code or any other applicable non-bankruptcy law.

U. 1L Exit Facility.

83. The 1L Exit Facility, the 1L Exit Facility Documents, and the transactions contemplated thereby, including the payment of all fees, expenses, indemnities, and other amounts thereunder, are essential elements of the Plan, are necessary for Confirmation and consummation of the Plan, and are critical to the overall success and feasibility of the Plan. The Debtors have exercised reasonable business judgment in determining to enter into the 1L Exit Facility Documents and have provided sufficient and adequate notice of the material terms thereof. The terms and conditions of the 1L Exit Facility (and any commitments, engagements, or similar arrangements relating thereto) are fair and reasonable, reflect the Debtors' exercise of prudent

business judgment consistent with their fiduciary duties, are supported by reasonably equivalent value and fair consideration, and were negotiated in good faith and at arm's-length.

84. The Reorganized Debtors are authorized, without further approval of this Bankruptcy Court or any other party, to execute, deliver, enter into, perform under, and consummate the 1L Exit Facility Documents and shall execute, deliver, file, record, and issue, as applicable, all agreements, guarantees, instruments, financing statements, security documents, mortgages, control agreements, certificates, and other documents contemplated thereby, and perform their obligations thereunder, including the payment or reimbursement of any fees, expenses, indemnities, and other amounts payable thereunder and the creation and perfection of any Liens in connection therewith, in each case without further notice to, or order of, this Bankruptcy Court or further corporate or trust action or further act under applicable non-bankruptcy law, regulation, order, or rule.

85. The 1L Exit Facility shall constitute legal, valid, binding, and authorized obligations of the applicable Reorganized Debtors enforceable in accordance with its terms. Upon execution of the 1L Exit Facility Documents, all Liens and security interests granted pursuant to or in connection with the 1L Exit Facility shall be valid, binding, perfected, enforceable Liens and security interests in the property subject to a security interest granted by the applicable Reorganized Debtors pursuant to the 1L Exit Facility. For the avoidance of doubt, on the Effective Date, each Person or Entity that is a party to each of the Definitive Documents, including the 1L Exit Facility Documents, and all other documents and agreements necessary to implement the Plan shall automatically be deemed to be a party to such documents or agreements, in accordance with their terms, regardless of whether it executed a signature page to such documents or agreements. The financial accommodations to be extended pursuant to the 1L Exit Facility

Documents are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, whether under the Bankruptcy Code or other applicable non-bankruptcy law, and shall not constitute preferential transfers, fraudulent transfers, obligations, or conveyances, or other voidable transfers or obligations under the Bankruptcy Code or any other applicable non-bankruptcy Law.

V. New Equity Interests.

86. The New Equity Interests issued under the Plan are an essential element of the Plan, are necessary for Confirmation and consummation of the Plan, and are critical to the overall success and feasibility of the Plan. The New Equity Interests may be issued by one or more of the Reorganized Debtors, or by any direct or indirect parent entity thereof (including a newly formed parent entity), in each case as determined pursuant to the Restructuring Transactions. The issuance of the New Equity Interests, whether by a Reorganized Debtor or by a non-Debtor parent entity, is authorized under, and constitutes a valid and integral component of, the Plan and the Restructuring Transactions, and the New Equity Interests are entitled to the benefits of section 1145 of the Bankruptcy Code (or, to the extent section 1145 of the Bankruptcy Code is inapplicable, another available exemption from registration) to the same extent as if issued by a Debtor. The determination of the entity or entities issuing the New Equity Interests and the structure and sequencing of the Restructuring Transactions are committed to the reasonable business judgment of the Debtors and the Reorganized Debtors (with the consent of the Ad Hoc Group), and no such determination, nor any modification thereof consistent with the economic terms and distributions provided under the Plan, shall require any further order of the Bankruptcy Court, resolicitation of votes, or additional disclosure. Entry into the instruments evidencing or relating to the New Equity Interests is in the best interests of the Debtors, their

Estates, and all Holders of Claims and Interests. The Debtors have exercised reasonable business judgment in determining to enter into the instruments evidencing or relating to the New Equity Interests, including the New Organizational Documents, and in structuring the issuance thereof, including through a direct or indirect parent entity. The terms and conditions of the instruments evidencing or relating to the New Equity Interests, including the New Organizational Documents, are fair and reasonable, and were negotiated in good faith and at arm's-length. For the avoidance of doubt, on the Effective Date, each Person or Entity that is a party to each of the Definitive Documents, including the New Organizational Documents, and all other documents and agreements necessary to implement the Plan shall automatically be deemed to be a party to such documents or agreements, in accordance with their terms, regardless of whether it executed a signature page to such documents or agreements.

W. Satisfaction of Confirmation Requirements.

87. Based upon the foregoing and all other pleadings and evidence proffered or adduced at or prior to the Combined Hearing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

ORDER

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

88. This Confirmation Order confirms the Plan, attached hereto as Exhibit A, in its entirety.

89. This Confirmation Order approves the Plan Supplement, including the documents contained therein that may be amended through and including the Effective Date in accordance with and as permitted by the Plan (and subject to the consent rights therein). The terms of the

Plan, the Plan Supplement, and the exhibits thereto are incorporated herein by reference and are an integral part of this Confirmation Order.

90. This Confirmation Order approves the Disclosure Statement on a final basis in all respects pursuant to section 1125 of the Bankruptcy Code.

91. Any amendments or modifications to the Plan described or set forth in this Confirmation Order are hereby approved, without further order of this Bankruptcy Court.

92. This Confirmation Order shall be effective and binding as of the Confirmation Date on all parties in interest. The terms of the Plan, including the Committee Settlement, the Plan Supplement, and all exhibits thereto, shall be effective and binding as of the Effective Date on all parties in interest. This Confirmation Order authorizes the Debtors or Reorganized Debtors, as applicable, to take all actions contemplated by the Plan and to consummate the transactions described therein. To the extent any substantive Plan provision is conditioned upon the occurrence of the Effective Date, such provision shall become effective only upon the Effective Date.

93. The failure to include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, or any related document, agreement, or exhibit does not impair the effectiveness of that article, section, or provision; it being the intent of the Bankruptcy Court that the Plan, the Plan Supplement, and any related document, agreement, or exhibit are approved in their entirety.

94. **Objections.** All objections (including any reservations of rights contained therein) to final approval of the Disclosure Statement or to Confirmation of the Plan that have not been withdrawn, waived, or settled prior to entry of this Confirmation Order, are not cured by the relief granted herein, or are not otherwise resolved as stated by the Debtors on the record of the

Combined Hearing, are OVERRULED on the merits and in their entirety, and all withdrawn objections are deemed withdrawn with prejudice.

95. The Releases, Injunction, Exculpation, and Related Provisions Under the Plan.

The discharge, releases, injunctions, exculpations, and related provisions set forth in Article VIII of the Plan are incorporated herein in their entirety, and, to the extent modified in this Confirmation Order, are hereby approved and authorized in all respects, are so ordered, and shall be immediately effective on the Effective Date without further order or action on the part of this Bankruptcy Court or any other party. The injunction provisions set forth in Article VIII.F of the Plan are essential to the Plan and are necessary to preserve and enforce the releases and exculpations provided for in the Plan and herein and are appropriately tailored to achieve those purposes.

96. References to and Omissions of Plan Provisions. References in this Confirmation Order to any article, section, paragraph, or provision of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan. The failure to specifically include or to refer to any particular article, section, paragraph, or provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, paragraph, or provision, it being the intent of the Bankruptcy Court that the Plan be confirmed in its entirety, except as expressly modified herein, and that the Plan, and all other agreements, instruments, or other documents filed in connection with the Plan and/or executed or to be executed in connection with the transactions contemplated by the Plan, and all amendments and modifications of any of the foregoing made pursuant to the provisions of the Plan governing such amendments and modifications, are approved in their entirety.

97. **Headings.** Headings utilized in this Confirmation Order are for convenience of reference only and do not constitute a part of the Plan or this Confirmation Order for any other purpose.

98. **Classifications.** The terms of the Plan shall govern the classification of Claims and Interests for purposes of the distributions to be made thereunder.

99. **Transactions.** This Confirmation Order shall and shall be deemed to, pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effectuate any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

100. **Immediate Binding Effect.** Upon occurrence of the Effective Date, the terms of the Plan, the final versions of the documents contained in the Plan Supplement, and any documents related or ancillary thereto shall be immediately effective and enforceable and not subject to avoidance, recharacterization or other challenge, legal or otherwise, and deemed binding upon the Debtors or the Reorganized Debtors, as applicable, any and all Holders of Claims or Interests (irrespective of whether such Holders of Claims or Interests have, 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, each Entity acquiring property under the Plan or this Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or Interest has objected to the Plan. Notwithstanding the foregoing, any provision of the Plan for which the Effective Date is condition precedent shall not occur or become operative until the Effective Date, subject to satisfaction or waiver of the conditions precedent set forth in Article IX.A of the Plan.

Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

101. Pursuant to section 1141 of the Bankruptcy Code, subject to the occurrence of the Effective Date and subject to the terms of the Plan and this Confirmation Order, all prior orders entered in the Chapter 11 Cases, all documents and agreements executed by the Debtors as authorized and directed thereunder, and all motions or requests for relief by the Debtors pending before this Bankruptcy Court as of the Effective Date shall be binding upon and shall inure to the benefit of the Debtors, the Reorganized Debtors, and their respective successors and assigns.

102. **Effectiveness of All Actions.** Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan shall be effective on, before, or after the Effective Date pursuant to this Confirmation Order, without further application to, or order of the Bankruptcy Court, or further action by the Debtors and/or the Reorganized Debtors and their respective directors, officers, members, or equity holders, and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members, or equity holders.

103. After the Confirmation Date, the Debtors shall be permitted to perform all services relating to the reorganization and adjudication and resolution of claims without any further notice to or action, order, or approval of the Bankruptcy Court.

104. **Implementation of the Plan.** The provisions of Article IV of the Plan governing the means for implementation of the Plan are hereby approved in their entirety. Prior to, on, and after the Effective Date, the Debtors and any officers and authorized persons thereof are authorized, but not directed, to and may issue, execute, deliver, file or record such contracts, instruments, releases, and other agreements and documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and provisions

of the Restructuring Transactions and the Plan, including, without limitation: (a) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the term of the Plan and that satisfy the applicable requirements of applicable Law and any other terms to which the applicable Entities may agree; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable parties agree; (c) the filing of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial Law; (d) the issuance and distribution of the New Equity Interests and Warrants; (e) such other transactions that are required to effectuate the Restructuring Transactions, including any transactions set forth in the Restructuring Transactions Memorandum, and (f) all other actions that the applicable Entities determine to be necessary, including making filings or recordings that may be required by applicable Law in connection with the Plan, without the need for any further approvals, authorizations, or consents except for those expressly required pursuant to the Plan, in each case, for the foregoing clauses (a) through (f), on terms consistent with the terms of the Plan and subject to any consent rights contained therein.

105. **General Settlement of Claims and Interests.** Pursuant to section 1123(b)(2) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classifications, distributions, releases, and other benefits provided pursuant to the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise of Claims, Interests, Causes of

Action, and controversies relating to the contractual, legal, and subordination rights that a creditor or an Interest holder may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The entry of this Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise and settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates.

106. **Committee Settlement.** The compromises and settlements included in the Committee Settlement are each (a) integrated with and dependent on all other compromises and settlements contemplated in connection with the Plan and (b) necessary and integral to the Plan and the success of these Chapter 11 Cases. The entry of this Confirmation Order shall constitute the Bankruptcy Court's approval of the Committee Settlement pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code, as well as a finding by the Bankruptcy Court that the Committee Settlement is fair, equitable, reasonable, and in the best interest of the Debtors and their Estates.

107. **Exemption from Certain Transfer Taxes.** To the maximum extent permitted pursuant to section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under, in contemplation of, or in connection with the Plan or pursuant to: (a) the issuance, distribution, transfer, exchange of any debt, equity Security, or other interest in the Debtors or the Reorganized Debtors; (b) the Restructuring Transactions; (c) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (d) the making, assignment, or

recording of any lease or sublease; or (e) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including without limitation, any deeds, bills of sale, assignments, or other instruments of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, including the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, personal property transfer tax, sales or use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate federal, state, or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment.

108. Preservation of Causes of Action and Settlement of Ordinary Litigation Claims. Except as otherwise provided in Article IV or elsewhere in the Plan or this Confirmation Order, after the Effective Date, the Reorganized Debtors retain all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtors, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized Debtors' right to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article VIII, which shall be deemed released and waived by the Debtors and the Reorganized Debtors as of the Effective Date.

109. Unless any Causes of Action of the Debtors against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or this Confirmation Order, all Causes of Action are expressly reserved for the Reorganized Debtors, for later adjudication, and therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as consequence of the Confirmation.

110. The Reorganized Debtors retain such Causes of Action of the Debtors notwithstanding the rejection or repudiation of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that a Debtor may hold against any Entity shall vest in the Reorganized Debtors, except as otherwise expressly provided in the Plan, including Article VIII. The Reorganized Debtors, through their authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice or action, order, or approval of this Bankruptcy Court.

111. **Corporate Action.** Upon the Effective Date, all of the actions contemplated under the Plan shall be deemed authorized and approved in all respects, without the need for further Bankruptcy Court approval or any board or equity holders approval or other corporate action, including: (a) the implementation of the Restructuring Transactions; (b) the offering, issuance, and distribution of the New Equity Interests; (c) the issuance of the Warrants; (d) the adoption of the New Organizational Documents; (e) the rejection, assumption, or assumption and assignment,

as applicable, of Executory Contracts and Unexpired Leases (as applicable); and (f) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, as applicable, and any corporate, partnership, limited liability company, or other governance action required by the Debtors or the Reorganized Debtors, as applicable, in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Security holders, members, directors, or officers of the Debtors or Reorganized Debtors, as applicable. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors or Reorganized Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, Securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Debtors or the Reorganized Debtors, as applicable, including the Definitive Documents and any and all other agreements, documents, Securities, and instruments relating to the foregoing. The authorizations and approvals contemplated in Article IV.N of the Plan shall be effective notwithstanding any requirements under non-bankruptcy Law and without the need for further approval of the Bankruptcy Court.

112. **Continued Corporate Existence.** Except as otherwise provided in the Plan or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, each Debtor shall continue to exist after the Effective Date as a separate corporate entity, limited liability company, partnership, or other form, as the case maybe, with all powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable Law

in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended under the Plan or otherwise, in each case, consistent with the Plan, and to the extent such documents are amended in accordance therewith, such documents are deemed to be amended pursuant to the Plan and require no further action or approval (other than any filings required under applicable state, provincial, or federal Law).

113. After the Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Reorganized Debtors may be amended or modified on the terms therein without supervision or approval by this Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. After the Effective Date, one or more of the Reorganized Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by this Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules but, for the avoidance of doubt, subject to, if applicable, any restrictions on the operations of a reorganized debtor under section 524(g) of the Bankruptcy Code.

114. **Vesting of Assets in Reorganized Debtors.** Except as otherwise provided in the Plan, this Confirmation Order, or any agreement, instrument, or other document incorporated herein or therein, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, on the Effective Date, all property in each Estate, all Executory Contracts and Unexpired Leases assumed, but not assigned, by any of the Debtors, the Retained Causes of Action, and any property acquired by any of the Debtors, including Interests held by the Debtors in non-Debtor subsidiaries, shall vest in accordance with the terms of the Plan in the Reorganized

Debtors free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, each Reorganized Debtor may operate its business and each Reorganized Debtor may compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by this Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules other than restrictions expressly imposed by the Plan or this Confirmation Order.

115. **Professional Fee Claims.** All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than forty-five (45) days after the Effective Date. This Bankruptcy Court shall determine the Allowed amounts of such Professional Fee Claims after notice and a hearing in accordance with the procedures established by this Bankruptcy Court. The Debtors or the Reorganized Debtors, as applicable, shall pay Professional Fee Claims in Cash in the amounts this Bankruptcy Court Allows, including from the Professional Fee Account, which the Debtors will establish in trust for the Professionals and fund with Cash equal to the Professional Fee Amount on the Effective Date.

116. **Assumption and Rejection of Executory Contracts and Unexpired Leases.** The provisions governing the treatment of Executory Contracts and Unexpired Leases set forth in Article V of the Plan, including the procedures regarding the resolution of any and all disputes concerning the assumption of such Executory Contracts and Unexpired Leases, are hereby approved in their entirety. On the Effective Date, except as otherwise provided in Article V of the Plan and elsewhere therein, all Executory Contracts and/or Unexpired Leases not otherwise assumed and assigned or rejected will be deemed assumed by the applicable Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, other than

those that: (a) are subject to a motion to reject that is pending on the Confirmation Date; (b) are set forth on the Rejected Executory Contracts and Unexpired Leases Schedule; (c) previously expired or terminated pursuant to their own terms; or (d) have an ordered or requested effective date of rejection that is after the Effective Date.

117. Such automatic assumption shall be effective without the need for any further notice to or action, order, or approval of the Bankruptcy Court, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code. The assumption or rejection of Executory Contracts and Unexpired Leases hereunder or under the Plan may include the assignment of certain of such contracts to Affiliates. This Confirmation Order will constitute an order of the Bankruptcy Court approving, subject to and upon the occurrence of the Effective Date, the above-described assumptions and assumptions and assignments, or rejections, as applicable. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by a Final Order on or after the Effective Date but may be withdrawn, settled, or otherwise prosecuted by the Reorganized Debtors.

118. **Cure of Executory Contracts and Unexpired Leases.** Resolution of any disputed Cure amounts will be determined prior to the Effective Date in accordance with the procedures set forth in Article V.A of the Plan, and applicable bankruptcy and non-bankruptcy law. Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or any other order of the Bankruptcy Court, and payments of any cure amounts relating thereto, shall, upon satisfaction of the applicable requirements of section 365 of the Bankruptcy Code, result in the full, final, and complete release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults or provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults arising under any assumed Executory Contract or Unexpired

Lease at any time prior to the effective date of assumption. Any Claim set forth in the Schedules attached to the Plan or any and all Proofs of Claim with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

119. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease (i) pursuant to the Plan and this Confirmation Order that are not timely Filed within thirty (30) days of the Effective Date or (ii) pursuant to a separate Bankruptcy Court order that are not timely Filed and actually received on or before the Rejection Damages Bar Date (as defined in the *Order (I) Setting Bar Dates for Filing Proofs of Claim; (II) Approving the Form and Manner for Filing Proofs of Claim; (III) Approving the Notice of Bar Dates; and (IV) Granting Related Relief* [Docket No. 199]) will be disallowed automatically, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, the Reorganized Debtors, or any of their respective assets and properties.

120. Distributions under the Plan. The provisions governing distributions contained in Article VI of the Plan are hereby approved in their entirety.

121. Procedures for Resolving Contingent, Unliquidated, and Disputed Claims. The procedures for resolving disputed claims contained in Article VII of the Plan are hereby approved in their entirety. The Reorganized Debtors are authorized, consistent with the terms of the Plan and this Confirmation Order, to settle, pay, or otherwise resolve Claims, and the Bankruptcy Court shall, except as otherwise provided in the Plan or this Confirmation Order, retain jurisdiction to resolve, at the request of the Debtors, any such Claims that the Debtors are unable to resolve consensually with the Holders thereof.

122. **Setoff and Recoupment.** Except as expressly provided in the Plan, the Reorganized Debtors may, pursuant to the Bankruptcy Code (including section 553), applicable bankruptcy or non-bankruptcy Law, or as may be agreed to by the Holder of an Allowed Claim, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment is either (1) agreed in amount among the relevant Debtor(s) and the Holder of the Allowed Claim or (2) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided* that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Debtor or its successor of any and all claims, rights, and Causes of Action that such Debtor or its successor may possess against the applicable Holder. In no event shall any Holder of a Claim be entitled to recoup such Claim against any claim, right, or Cause of Action of the Debtors or Reorganized Debtors, as applicable, unless such holder actually has performed such recoupment in advance and provided notice thereof in writing to the Debtors in accordance with Article XII.G of the Plan on or before the Effective Date, notwithstanding any indication in any Proof of Claim or otherwise that such holder asserts, has, or intends to preserve any right of recoupment.

123. **Cancellation of Existing Agreements and Interests.** Except as otherwise provided in the Plan, or any agreement, instrument, or other document incorporated in the Plan, on the Effective Date, any certificate, share, note, bond, indenture, purchase right, option, warrant, or other instrument or document, directly or indirectly, evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing or creating indebtedness or

obligations of (or ownership interest in) the Debtors that are Reinstated pursuant to the Plan) shall be deemed canceled, discharged and of no force or effect without further action or approval of the Bankruptcy Court; *provided*, that notwithstanding Confirmation or the occurrence of the Effective Date, any such document or instrument that governs the rights, claims, or remedies of the Holder of a Claim or Interest, shall continue in effect solely for purposes of (a) enabling Holders of Allowed Claims to receive distributions under the Plan as provided therein, and allowing each of the applicable Agents to make or direct the distributions in accordance with the Plan as provided therein, and (b) allowing and preserving the rights of the Agents to (1) compensation, indemnification, expense reimbursement, priority of payment, subrogation, immunity, exculpation, or contribution, or any other claim or entitlement that the Agents may have under the Plan, the Superpriority Credit Agreement, the First Lien Senior Secured Credit Agreement, the Second Lien Credit Agreement, the Third Lien Credit Agreement, and this Confirmation Order, in each case, as provided therein; (2) appear and be heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, including to enforce any obligation under the Plan or this Confirmation Order owed to the Agents or Holders of such Claims, in each case, as provided therein; and (3) perform any functions that are necessary to effectuate the foregoing.

124. **New Equity Interests.** The Debtors and the Reorganized Debtors are authorized, without further order of the Bankruptcy Court, to take any and all actions necessary or appropriate to implement the issuance of the New Equity Interests, whether by the Reorganized Debtors or the direct or indirect parent entity of the Reorganized Debtors as the Debtors or the Reorganized Debtors determine (with the consent of the Ad Hoc Group), and in such sequence and manner as the Debtors or the Reorganized Debtors determine (with the consent of the Ad Hoc Group) to be most efficient. For the avoidance of doubt, the New Equity Interests may be issued by a direct or

indirect parent entity of the Reorganized Debtors, regardless of whether such parent entity is a Debtor in these Chapter 11 Cases, and the issuance of New Equity Interests by any such non-Debtor parent entity is authorized and effective under the Plan and this Confirmation Order.

125. Notwithstanding the identity of the entity issuing the New Equity Interests or the sequencing of the foregoing, each Holder entitled to receive New Equity Interests or Warrants under the Plan shall receive the same economic entitlements, relative ownership, and distributions to which such Holder is entitled under the Plan as if the New Equity Interests had been issued by the ultimate parent entity in the reorganized structure, and no such structuring election shall alter, diminish, or dilute the treatment or recoveries provided to any Holder under the Plan.

126. **Approval of Warrants.** On or after the Effective Date, the Reorganized Debtors or the direct or indirect parent entity thereof (including a newly formed parent entity) shall issue or cause to be issued the Warrants to the Holders of Allowed Second Lien Secured Claims, or, at the direction or election of such Holders, to a Designated Recipient, in accordance with the terms of the Warrants Agreements, the Plan, and this Confirmation Order, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or vote, consent, authorization, or approval of any Person. Upon exercise of the Warrants, the Common Equity Interests shall be issued and distributed free and clear of all Liens, Claims, and other Interests to the Holders of the applicable Allowed Second Lien Term Loan Claims, or to the Designated Recipient holding the applicable Warrants, pursuant to the Plan. All of the Warrants issued pursuant to the Plan, and all Common Equity Interests issued upon exercise of the Warrants, shall be duly authorized and validly issued. For the avoidance of doubt, the Warrants (and any Common Equity Interests issuable upon exercise thereof) may be issued to one or more Designated Recipients in lieu of the applicable Holders, and any Warrants and Common Equity Interests so

issued shall be deemed issued on account of the applicable Allowed Second Lien Term Loan Claims and shall not alter, diminish, or dilute the treatment or recoveries provided to any Holder under the Plan.

127. To receive any of the Warrants, a Holder of an Allowed Second Lien Term Loan Claim must meet the terms and conditions set forth in the Warrants Agreements, including that such Holder (or the Designated Recipients receiving such Warrants on such Holder's behalf) is able to represent and certify that it is an "accredited investor" as defined in the Securities Rules as well as provide certain information about the Allowed Second Lien Term Loan Claims held by the Holder.

128. Confirmation of the Plan shall be deemed approval of the Warrants Agreements and the Warrants, as applicable, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, and authorization for the Reorganized Debtors to enter into and execute the Warrants Agreements as may be required to effectuate the treatment afforded by the Warrants. All Warrants issued pursuant to the Plan shall be duly authorized, validly issued, and non-assessable.

129. **Warrants Agreements.** The Debtors and the Reorganized Debtors, as applicable, are authorized, without further approval of the Bankruptcy Court or any other party, to execute and deliver all agreements, documents, instruments, and certificates relating to the Warrants Agreements and take such other actions as they reasonably deemed necessary to perform their obligations under any of the foregoing. All of the Warrants to be issued in accordance with the terms of the Warrants Agreements (a) shall be duly authorized, validly issued, fully paid, and non-assessable, consistent with the terms of the New Organizational Documents and (b) shall not be subject to avoidance or recharacterization for any purposes whatsoever and shall not constitute

preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code, the Plan, or this Confirmation Order, or any applicable non-bankruptcy law.

130. **1L Exit Facility.** The 1L Exit Facility Documents are hereby approved (including all transactions, actions, and undertakings contemplated thereby). The Reorganized Debtors are hereby authorized to, without further notice to or order of this Bankruptcy Court, (a) execute and deliver those documents and agreements necessary or appropriate to enter into and perform under the 1L Exit Facility Documents, and incur and pay any fees and expenses in connection therewith and (b) act or take action under applicable Law, regulation, order, or rule or vote, consent, authorization, or approval of any Person, subject to such modifications as the Reorganized Debtors may deem to be necessary or appropriate to consummate the 1L Exit Facility, and such other documents as may be required or appropriate in connection therewith.

131. The 1L Exit Facility shall constitute legal, valid, binding, and authorized obligations of the applicable Reorganized Debtors enforceable in accordance with its terms. Upon execution of the 1L Exit Facility Documents, all Liens and security interests granted pursuant to or in connection with the 1L Exit Facility shall be valid, binding, perfected, enforceable Liens and security interests in the property subject to a security interest granted by the applicable Reorganized Debtors pursuant to the 1L Exit Facility, with the priorities established in respect thereof under applicable non-bankruptcy law. Any financial accommodations to be extended pursuant to the 1L Exit Facility Documents are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, are reasonable, shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever, whether under the Bankruptcy Code or other applicable non-bankruptcy law, and shall not constitute preferential transfers, fraudulent transfers, obligations, or conveyances, or

other voidable transfers or obligations under the Bankruptcy Code or any other applicable non-bankruptcy Law.

132. The entry into the 1L Exit Facility is a necessary and integral component of the Plan, and the terms and conditions are fair, reasonable, and customary, and reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, are based on good, sufficient, and sound business purposes and justifications, and are supported by reasonably equivalent value and consideration. The Debtors, the Ad Hoc Group, the Consenting Investor, and their respective professional advisors negotiated the 1L Exit Facility in good faith and at arm's length.

133. **Securities Exemptions.** As of the Effective Date, Article IV.H (Certain Securities Law Matters), is hereby approved. The offering, issuance (or entry into), and distribution of the New Equity Interests (including the Common Equity Interests and Preferred Equity Interests), Warrants, and all other Securities entered into and/or issued in connection with the Plan, whether by the Debtors, the Reorganized Debtors, or a direct or indirect non-Debtor parent entity (collectively, the "Plan Securities"), shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act and any other applicable Law requiring registration prior to the offering, issuance, distribution, or sale of Securities to the maximum extent permitted by Law, in accordance with, and pursuant to section 1145 of the Bankruptcy Code to the maximum extent permitted by law; or to the extent that section 1145 of the Bankruptcy Code is not available, section 4(a)(2) of the Securities Act and/or Regulation D thereunder or Regulation S under the Securities Act; and/or any other available exemption from registration, as applicable.

134. The issuance of the Plan Securities in connection with the Plan shall not constitute an invitation or offer to sell, or the solicitation of an invitation or offer to buy, any securities in

contravention of any applicable Law in any jurisdiction. No action has been taken, nor will be taken, in any jurisdiction that would permit a public offering of any of the Plan Securities in any jurisdiction where such action for that purpose is required.

135. The Reorganized Debtors need not provide any further evidence other than the Plan or this Confirmation Order with respect to the treatment of the Plan Securities under applicable securities Laws in connection with the Plan. Notwithstanding anything to the contrary in the Plan, no Entity (including DTC) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the Plan, including, for the avoidance of doubt, whether the Plan Securities are exempt from registration, and any transfer agent, or other similarly situated agent, trustee, or other non-governmental Entity (including DTC) shall accept and rely upon the Plan and this Confirmation Order in lieu of a legal opinion for purposes of determining whether the initial offer and sale of the Plan Securities were exempt from registration under section 1145(a) of the Bankruptcy Code and/or eligible for DTC book-entry delivery, settlement, and depository services (to the extent applicable) and whether the Plan Securities were, under the Plan, validly issued, fully paid, and non-assessable.

136. **Payment of Statutory Fees.** All fees payable pursuant to section 1930(a) of the Judicial Code, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, prior to the Effective Date shall be paid on the Effective Date or as soon as reasonably practicable thereafter. Notwithstanding anything to the contrary in the Plan, such fees are not subject to an allowance procedure under 11 U.S.C. § 503(b), nor is the U.S. Trustee required to file a request for payment of such fees. On the Effective Date, the cases of the Debtors other than U.S. TelePacific Corp. shall be deemed to be closed (and this Confirmation Order shall serve as the final decree for such cases) without the need for further motion or order.

137. Following Effective Date, all fees payable pursuant to section 1930(a) of the Judicial Code shall be paid by U.S. TelePacific Corp. for each quarter (including any fraction thereof) until the earlier of entry of a final decree closing the Chapter 11 Case for U.S. TelePacific Corp. or an order of dismissal or conversion, whichever comes first. So long as the Debtors or Reorganized Debtors, as applicable, are required to make these payments, the Debtors or Reorganized Debtors, as applicable, shall file with the Bankruptcy Court quarterly reports in the form specified by the U.S. Trustee for that purpose.

138. **Retention of Jurisdiction.** Notwithstanding the entry of this Confirmation Order, the occurrence of the Effective Date, or the closing of the Chapter 11 Cases, and without limiting any other retention of jurisdiction set forth in this Confirmation Order, pursuant to sections 105(a) and 1142 of the Bankruptcy Code, the Bankruptcy Court, except as otherwise explicitly provided in the Plan or this Confirmation Order, shall retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases to the fullest extent permitted by law, including, but not limited to, jurisdiction over the matters set forth in Article XI of the Plan.

139. **Terms of Injunction and Automatic Stay.** Unless otherwise provided in the Plan, all injunctions or stays arising 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 Effective Date.

140. **Reports.** After the Effective Date of the Plan, the Debtors have no obligation to file with the Bankruptcy Court or serve on any parties reports that the Debtors were obligated to file under the Bankruptcy Code or a Bankruptcy Court order, including monthly operating reports (even for those periods for which a monthly operating report was not filed before such Effective Date), ordinary course professional reports, and monthly or quarterly reports for Professionals; *provided, however,* that the Debtors will comply with the U.S. Trustee's quarterly reporting

requirements. From Confirmation through the Effective Date of the Plan, the Debtors will file such reports as are required under the Bankruptcy Local Rules.

141. **Closing of Chapter 11 Cases.** On the Effective Date, the cases of the Debtors, other than U.S. TelePacific Corp. shall be closed (and this Confirmation Order shall serve as the final decree for such cases) without the need for further motion or order. The Reorganized Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the remaining Chapter 11 Case of U.S. TelePacific Corp.

142. Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Definitive Documents, the Plan, or in any contract, instrument, or other agreement or document created or entered into pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Reorganized Debtors), Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind

specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the Holder of such a Claim or Interest has accepted the Plan.

143. Dissolution of the Statutory Committee. Notwithstanding anything to the contrary in the Plan, on the Effective Date, any statutory committee appointed in the Chapter 11 Cases shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The Debtors or Reorganized Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date.

144. Governance of the Reorganized Debtors. On and after the Effective Date, the Reorganized Debtors, pursuant to the applicable New Organizational Documents, shall act for the Reorganized Debtors in the same fiduciary capacity as applicable to a board of managers, directors, officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). As of the Effective Date, except as set forth in Article IV.Q of the Plan, all directors, managers, and other members of existing boards or governance bodies of the Debtors shall cease to hold office or have any authority from and after such time unless such individuals are selected to hold positions pursuant to the applicable governing body or documents with respect to the Reorganized Debtors. Each such director and officer of the Reorganized Debtors as disclosed in the Plan Supplement shall serve from and after the Effective Date pursuant to the terms of the New

Organizational Documents and other constituent documents of each Reorganized Debtor, as applicable.

145. **Governmental Approvals.** Except as otherwise specifically provided herein, 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 the Disclosure Statement, and any documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Plan, the Disclosure Statement and any documents, instruments or agreements, and any amendments or modifications thereto.

146. No provision in the Plan, Plan Supplement, or this Confirmation Order relieves the Debtors or the Reorganized Debtors, as applicable, from any obligations to comply with (a) the Communications Act of 1934, as amended, and the rules, regulations, and orders promulgated under such statutes by the Federal Communications Commission (“FCC”) or (b) any applicable state telecommunications laws, statutes, rules, regulations, and orders promulgated by any state public utility commission or other state regulatory authority (collectively, the “State Authorities”). Prior to the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall take all actions necessary or required under applicable federal and state telecommunications laws and regulations to obtain all required regulatory approvals, authorizations, consents, and clearances from the FCC and the applicable State Authorities in connection with the transactions contemplated by the Plan, including, without limitation, filing all required applications, notifications, and other submissions with the FCC and the applicable State Authorities. No transfer of any FCC license or authorization held by the Debtors, transfer of control of an FCC licensee controlled by the Debtors, or transfer of any state license, certificate of

public convenience and necessity, authorization, or other regulatory approval held by the Debtors shall take place prior to the issuance of the applicable regulatory approval for such transfer from the FCC or the applicable State Authority, pursuant to the applicable federal and state regulations. The rights and powers of the FCC and each State Authority to take any action pursuant to their respective regulatory authority including, but not limited to, imposing any regulatory conditions on any of the above-described transfers, are fully preserved, and nothing herein shall proscribe or constrain the FCC or applicable State Authority's exercise of such power or authority.

147. **Provisions Relating to Governmental Units.** As to the United States, its agencies or any instrumentalities thereof, solely in their capacity as such instrumentality of the United States or its agencies (collectively, the "United States"), notwithstanding anything to the contrary contained in this Confirmation Order, the Plan, or any Plan Documents, nothing shall:

- a. Limit or be intended to or be construed to bar the United States from pursuing any police or regulatory action or any criminal action, *provided, however*, that the foregoing shall not limit, diminish, or otherwise alter the Debtors' defenses, claims, causes of action, or other rights under applicable non-bankruptcy law with respect to any liability that may exist in connection with the foregoing;
- b. discharge, release, exculpate, impair or otherwise preclude: (a) any obligation or liability to the United States that is not a "claim" within the meaning of section 101(5) of the Bankruptcy Code; (b) any Claim of the United States arising on or after the Effective Date; (c) any liability of the Debtors under police or regulatory statutes or regulations to the United States as the owner, lessor, lessee or operator of property that such Entity owns, operates or leases after the Effective Date; or (d) any liability owed to the United States, including but not limited to any liabilities arising under the federal environmental, criminal, civil or common law, by any non-Debtor, including the Released Parties and Exculpated Parties; provided, however, that the foregoing (x) shall not diminish the scope of any exculpation to which any Person is entitled under section 1125(e) of the Bankruptcy Code or (y) limit the scope of discharge granted to the Debtors under section 524 and 1141 of the Bankruptcy Code;
- c. enjoin or otherwise bar the United States from asserting or enforcing, outside the Bankruptcy Court, any obligation or liability described in the preceding clause (b); provided, however, that the rights and defenses of all Entities with respect to (a)–(d) in clause (b) are likewise fully preserved;

- d. affect any right of setoff or recoupment of the United States against any of the Debtors; provided, however, that the rights and defenses of the Debtors with respect thereto are fully preserved;
- e. confer exclusive jurisdiction upon the Bankruptcy Court except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code);
- f. authorize the assumption, assignment, sale or other transfer of any federal (a) grants, (b) grant funds, (c) contracts, (d) agreements, (e) awards, (f) task orders, (g) property, (h) intellectual property, (i) patents, (j) leases, (k) certifications, (l) applications, (m) registrations, (n) licenses, (o) permits, (p) covenants, (q) inventory, (r) guarantees, (s) indemnifications, (t) data, (u) records, or (v) any other interests belonging to the United States (collectively, “Federal Interests”) without compliance with all terms of the Federal Interests and with all applicable non-bankruptcy law or authorize the transfer or assignment of any governmental (i) lease, (ii) license, (iii) permit, (iv) registration, (v) authorization, or (vi) certification, without compliance with all applicable legal requirements under non-bankruptcy laws, regulations, and rules (including police or regulatory law or environmental law, or otherwise);
- g. be interpreted to set cure amounts related to any Federal Interests or to require the United States to novate, approve or otherwise consent to the assumption, assignment, sale or other transfer of any Federal Interests;
- h. constitute or be deemed an approval or consent by the United States;
- i. waive, alter, or otherwise limit the United States’ property rights, with respect to the Federal Interests;
- j. be construed as a compromise or settlement of any liability, Claim, Cause of Action or interest of the United States; or
- k. modify the scope of section 525 of the Bankruptcy Code.

148. For the avoidance of doubt, nothing in this Confirmation Order shall expand or otherwise enlarge the police or regulatory powers, if any, of the United States with respect to the Debtors. The United States shall be deemed to opt-out of the Third-Party Release set forth in Article VIII.D of the Plan, and is not a Releasing Party; *provided* that nothing in the Plan or this Confirmation Order shall alter any legal or equitable rights or defenses of the Debtors, the Reorganized Debtors, or any non-Debtor under non-bankruptcy law with respect to any Claim, liability, or Cause of Action relating to the United States.

149. **Texas Comptroller of Public Accounts.** Notwithstanding any term in the Plan or this Confirmation Order to the contrary: (a) the Texas Comptroller of Public Accounts' (the "Texas Comptroller") setoff rights are preserved under section 553 of the Bankruptcy Code; (b) pursuant to section 503(b)(1)(D) of the Bankruptcy Code, the Texas Comptroller shall not be required to file a request for payment of any amounts coming due post-petition; (c) any and all pre- and postpetition tax liabilities owed by the Debtors to the Texas Comptroller, including those resulting from audits, shall be determined, resolved, and paid under and in accordance with the laws of the State of Texas; (d) all matters involving the Debtors' liabilities to the Texas Comptroller shall be resolved in accordance with the processes and procedures provided by Texas law, including prosecution in Texas state courts; (e) the Texas Comptroller opts out of the Third-Party Release as if the Texas Comptroller timely elected to opt out of the Third-Party Release pursuant to and in accordance with the Solicitation Procedures; and (f) the bankruptcy shall have no effect on the Texas Comptroller's rights as to non-Debtor third parties; *provided* that nothing in the foregoing shall be an admission by any party that (i) such liability exists or (ii) such setoff rights exist; and *provided, further*, that nothing herein shall limit the rights of the Debtors or the Reorganized Debtors (as applicable) to object to, contest, or otherwise dispute the existence, amount, validity, priority, or extent of any such liability or asserted setoff.

150. **Surety Bond Obligations.** Notwithstanding any other provisions of the Plan, the Confirmation Order, the Definitive Documents, or any other order of this Bankruptcy Court, on the Effective Date, all rights and obligations related to (a) the Debtors' current surety bonds issued by a surety provider (each, a "Surety" and, such surety bonds, the "Surety Bonds") and maintained in the ordinary course of business; (b) any surety payment and indemnity agreements, if any, setting forth the Surety's rights against the Debtors, and the Debtors' obligations, if any, to pay,

indemnify and hold the Surety harmless from any loss, cost, or expense that the Surety may incur, in each case, on account of the issuance of any Surety Bonds on behalf of the Debtors; (c) any Surety collateral; (d) Surety collateral agreements governing collateral, if any, in connection with the Debtors' Surety Bonds; and/or (e) ordinary course premium payments to the Surety for the Debtors' Surety Bonds (collectively, the "Surety Bond Program" and the Debtors' obligations arising therefrom, the "Surety Bond Obligations") shall be reaffirmed and ratified by the applicable Reorganized Debtors and continue in full force and effect and are not discharged, enjoined, impaired or released by the Plan in any way. For avoidance of doubt, nothing in the Plan or this Confirmation Order, including without limitation, any exculpation, release, injunction, and discharge provision of the Plan, including without limitation, any of those provisions contained in Article VIII of the Plan, shall bar, alter, limit, impair, release, modify, or enjoin any Surety Bond Obligations or Surety rights, if any, arising pursuant to applicable non-bankruptcy law. The Sureties are otherwise not Releasing Parties under the Plan in any way and shall be deemed to have opted out of the releases provided by the Plan. The Surety Bond Program and all Surety Bond Obligations related thereto shall be treated by the Reorganized Debtors and the Surety in the ordinary course of business as if the Chapter 11 Cases had not been commenced. For the avoidance of doubt, and only to the extent applicable, any agreements related to the Surety Bond Program are assumed by the Debtors and the Reorganized Debtors pursuant to section 365 of the Bankruptcy Code upon the Effective Date. Nothing in the Plan or this paragraph shall affect in any way the Surety's rights against any non-Debtor, or any non-Debtor's rights against the Surety, including under the Surety Bond Program or with regard to the Surety Bond Obligations.

151. **Provisions Regarding the Texas Taxing Authorities.** Notwithstanding anything to the contrary in the Plan or this Confirmation Order, the Allowed secured tax claims of the Texas

Taxing Authorities⁴ for any unpaid ad valorem property taxes for the 2025 and prior tax years (collectively, the “Delinquent Tax Claims”) shall be paid in full on the Effective Date (or as soon as reasonably practicable thereafter), and shall, subject to any applicable limitation in the Bankruptcy Code, include post-petition interest at the rate allowed under applicable non-bankruptcy law through the date of payment. The Debtors or Reorganized Debtors, as applicable, shall pay all tax liabilities for the 2026 tax year (the “2026 Tax Claims” and together with the Delinquent Tax Claims, the “Texas Tax Claims”) and subsequent tax years owing to the Texas Taxing Authorities in the ordinary course of business as such tax debt comes due and prior to said ad valorem taxes becoming delinquent. In the event any such 2026 Tax Claims or subsequent-year ad valorem taxes are not paid prior to delinquency, the rights and remedies of the affected Texas Taxing Authority with respect to such delinquent amounts are preserved under applicable non-bankruptcy law. The Texas Taxing Authorities shall retain their prepetition and post-petition liens against the Reorganized Debtors’ property, if any, until the Texas Tax Claims are paid in full, including any accrued penalties and interest. The Texas Taxing Authorities’ lien priority shall not be primed or subordinated by any exit financing approved by the Bankruptcy Court in conjunction with confirmation of the Plan or otherwise, solely to the extent the Texas Taxing Authorities’ liens (i) arose in the ordinary course of business pursuant to applicable non-bankruptcy law, and (ii) are valid, senior, properly perfected, binding, enforceable, and non-avoidable pursuant to applicable non-bankruptcy law. Nothing herein shall waive or impair the Debtors’ or Reorganized Debtors’ rights and defenses to contest or object to priority, validity,

⁴ “Texas Taxing Authorities” means Carrollton-Farmers Branch Independent School District, Dripping Springs Independent School District, Wimberley Independent School District, Dallas County, City of Houston, Houston City College, Houston Independent School District, Tarrant County, Wharton County, Reeves County Tax Districts, Hays County, and Guadalupe County.

amount, or extent of any Texas Tax Claim, lien, or tax assessment pursuant to the Bankruptcy Code and applicable non-bankruptcy law.

152. **Provisions Regarding BART.** Notwithstanding anything to the contrary in the Plan or this Confirmation Order, any and all claims or rights of San Francisco Bay Area Rapid Transit District (“BART”) vis-à-vis Uniti Leasing X, LLC (“Uniti”) under applicable non-bankruptcy law are expressly preserved and are not released, exculpated, or enjoined under the Plan or this Confirmation Order. Further, for the avoidance of doubt, the Bankruptcy Court does not retain jurisdiction over the contract, claims, or disputes between BART and Uniti. Any disputes between BART and Uniti shall be addressed and resolved in accordance with the terms of the contract between BART and Uniti.

153. **Post-Confirmation Notices and Bar Dates.** Pursuant to Bankruptcy Rules 2002 and 3020(c), no later than seven (7) days after the Effective Date, the Reorganized Debtors must cause notice of Confirmation and occurrence of the Effective Date (the “Notice of Effective Date”) to be served by United States mail, first-class postage prepaid, by hand, or by overnight courier service to all parties served with the Combined Hearing Notice.

154. The Notice of Effective Date will have the effect of an order of the Bankruptcy Court, will constitute sufficient notice of the entry of this Confirmation Order to filing and recording officers, and will be a recordable instrument notwithstanding any contrary provision of applicable non-bankruptcy law.

155. Except as otherwise provided in the Plan, requests for payment of Administrative Expense Claims must be Filed and served on the Debtors or the Reorganized Debtors no later than the Administrative Claims Bar Date applicable to the Debtor against whom the Administrative Expense Claim is asserted pursuant to the procedures specified in this Confirmation Order and the

notice of the Effective Date. Subject to further 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 by the Administrative Claims Bar Date that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Debtors or their respective property, and such Administrative Expense Claims shall be deemed forever discharged and released as of the Effective Date. Subject to further order of the Bankruptcy Court, any requests for payment of Administrative Expense Claims that are not properly Filed and served by the Administrative Claims Bar Date shall not appear on the Claims Register and shall be Disallowed automatically without the need for further action by the Debtors or further order of the Bankruptcy Court.

156. Plan and Confirmation Order Nonseverable and Mutually Dependent.

The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are nonseverable and mutually dependent.

157. Post-Confirmation Modifications. Subject to the limitations set forth in the Plan, after entry of this Confirmation Order but prior to the substantial consummation of the Plan, the Debtors may alter, amend, or modify the Plan with the consent of the Ad Hoc Group and in accordance with section 1127(b) of the Bankruptcy Code; *provided, however*, that the Debtors shall file any such altered, amended, or modified version of the Plan on the docket of the Chapter 11 Cases concurrently with the Notice of Effective Date. The Debtors are authorized, but not directed, to make appropriate technical adjustments, remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Plan Supplement, and this Confirmation Order.

158. **Expiration of Challenge Period.** The Challenge Period (as defined in the Final DIP Order) has expired as to all parties in interest, including the Committee.

159. **Confirmation Order Supersedes.** This Confirmation Order shall supersede any Bankruptcy Court orders issued in the Chapter 11 Cases prior to the Confirmation Date that may be inconsistent with this Confirmation Order, in each case solely to the extent of the inconsistency. The Debtors are currently unaware of any inconsistency.

160. **Conflicts Between This Confirmation Order and the Plan.** To the extent that any provision of the Disclosure Statement or any other order of the Bankruptcy Court (other than this Confirmation Order) referenced in the Plan (or any exhibits, appendices, supplements, or amendments to any of the foregoing) conflicts with or is in any way inconsistent with any provision of the Plan, the Plan shall govern and control. To the extent that any provision in the Plan conflicts with or is in any way inconsistent with any provision of this Confirmation Order, this Confirmation Order shall govern and control.

161. **Recording.** The Debtors and the Reorganized Debtors are authorized to deliver a notice or short form of this Confirmation Order, with the Plan attached (in a form complying with any applicable non-bankruptcy rules or regulations), to any state or local recording officer, and such officer shall accept for filing such documents or instruments without charging any stamp tax, recording tax, personal property transfer tax, mortgage, or other similar tax. Such notice (a) shall have the effect of an order of this Bankruptcy Court and (b) shall constitute sufficient notice of the entry of this Confirmation Order to such filing and recording officers. The Bankruptcy Court specifically retains jurisdiction to enforce the foregoing direction, by contempt or otherwise.

162. **Documents, Mortgages, and Instruments.** Each federal, state, commonwealth, local, foreign, or other governmental agency is authorized to accept any and all documents,

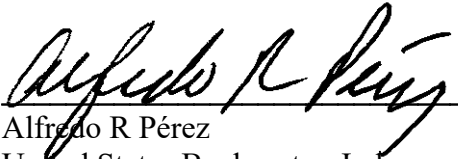
mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the Plan, the transactions contemplated thereby, and this Confirmation Order.

163. **Substantial Consummation.** Substantial consummation of the Plan under section 1101(2) of the Bankruptcy Code shall be deemed to occur on the Effective Date.

164. **Applicable Non-Bankruptcy Law.** Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan, and any related documents, or any amendments or modifications thereto, shall apply and are enforceable notwithstanding any otherwise applicable non-bankruptcy law.

165. **Waiver of Stay.** The requirements under Bankruptcy Rule 3020(e) that an order confirming a Plan is stayed until the expiration of fourteen (14) days after entry of the order is hereby waived. This Confirmation Order is a Final Order and shall take effect immediately and shall not be stayed pursuant to Bankruptcy Rules 3020(e), 6004(h), 6006(d), or 7062. The Debtors are authorized to consummate the Plan on any business day after entry of this Confirmation Order, subject to satisfaction or waiver (by the required parties) of the conditions set forth in Article IX of the Plan.

Signed: September 02, 2026


Alfredo R Pérez
United States Bankruptcy Judge