

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:

Exactech, Inc., *et al.*,¹

Debtors.

§
§ Chapter 11
§
§ Case No. 24-12441 (LSS)
§
§ (Jointly Administered)
§

**JOINT CHAPTER 11 PLAN OF EXACTECH, INC. AND ITS DEBTOR AFFILIATES
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**NOTHING CONTAINED HEREIN SHALL CONSTITUTE AN OFFER,
ACCEPTANCE, COMMITMENT, OR LEGALLY BINDING OBLIGATION OF THE
DEBTORS OR ANY OTHER PARTY IN INTEREST AND THIS PLAN IS SUBJECT
TO APPROVAL BY THE BANKRUPTCY COURT AND OTHER CUSTOMARY
CONDITIONS. THIS PLAN IS NOT AN OFFER WITH RESPECT TO ANY
SECURITIES.**

**YOU SHOULD NOT RELY ON THE INFORMATION CONTAINED IN, OR THE
TERMS OF, THIS PLAN FOR ANY PURPOSE PRIOR TO THE CONFIRMATION OF
THIS PLAN BY THE BANKRUPTCY COURT.**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: Osteon Holdings, Inc. (7042); Osteon Intermediate Holdings I, Inc. (7778); Osteon Intermediate Holdings II, Inc. (1292); Exactech, Inc. (3930); and XpandOrtho, Inc. (4250). The Debtors' service address is 2320 NW 66th Court, Gainesville, Florida 32653.

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December 31, 2024

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INTRODUCTION

Exactech, Inc. and its affiliated Debtors, propose this joint chapter 11 plan (as modified, amended, or supplemented from time to time in accordance with the terms herein, the “Plan”) for the resolution of the outstanding Claims against, and Interests in, the Debtors. The Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to an order of the Bankruptcy Court [Docket No. 78]. This Plan constitutes a separate chapter 11 plan for each Debtor for the resolution of outstanding Claims against and Interests in each Debtor pursuant to the Bankruptcy Code, and unless otherwise set forth herein, the classifications and treatment of Claims against and Interests in the Debtors set forth in Article III of the Plan apply separately with respect to each Debtor. Each Debtor is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

Pursuant to section 1125(b) of the Bankruptcy Code, votes to accept or reject a chapter 11 plan cannot be solicited from holders of Claims or Interests entitled to vote on a chapter 11 plan until a disclosure statement has been approved by a bankruptcy court and distributed to such holders. On [●], the Bankruptcy Court entered the Disclosure Statement Order, which, among other things, approved the Disclosure Statement, established procedures for voting on the Plan, and scheduled the Confirmation Hearing. Holders of Claims against and Interests in the Debtors should refer to the Disclosure Statement for a discussion of the Debtors’ history, business, properties, operations, historical financial information, and risk factors, as well as a summary and description of the Plan, the Restructuring Transactions that the Debtors seek to consummate on the Effective Date of the Plan, and various related matters.

ARTICLE I.

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

A. Defined Terms

Capitalized terms used in this Plan have the meanings ascribed to them below.

1. “*Acquired Assets*” has the meaning set forth in the Sale Transaction Documents.
2. “*Acquired Entities*” has the meaning set forth in the Stalking Horse APA.
3. “*Ad Hoc Group*” means the ad hoc group of certain secured lenders (and/or investment advisors to secured lenders) under the Prepetition First Lien Credit Agreement represented by the Ad Hoc Group Advisors.
4. “*Ad Hoc Group Advisors*” means (a) Milbank, LLP, as counsel to the Ad Hoc Group, (b) Evercore Group L.L.C., as investment banker to the Ad Hoc Group, (c) Richards, Layton & Finger, P.A., as co-counsel to the Ad Hoc Group, and (d) any other counsel or professional advisor retained by or on behalf of the Ad Hoc Group in the Ad Hoc Group’s reasonable discretion and as communicated to the Debtors’ restructuring advisors prior to the date of such retention.

5. “*Administrative Claim*” means a Claim against a Debtor for the costs and expenses of administration of the Chapter 11 Cases arising on or prior to the Effective Date pursuant to sections 328, 330, or 503(b) of the Bankruptcy Code and entitled to priority pursuant to sections 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the Debtors’ businesses, (b) Allowed Professional Fee Claims, (c) the Transaction Expenses incurred after the Petition Date and through the Plan Effective Date, and (d) the DIP Claims.

6. “*Administrative Claims Bar Date*” means the deadline for Filing requests for payment of Administrative Claims (other than Transaction Expenses, DIP Claims, requests for payment of Professional Fee Claims and Administrative Claims arising under section 503(b)(9) of the Bankruptcy Code), which shall be (a) February 7, 2025, at 4:00 p.m. prevailing Eastern Time for Administrative Claims arising from the Petition Date through and including January 10, 2025, and (b) for all Administrative Claims arising after January 10, 2025, 30 days after the Effective Date or such other date as is ordered by the Bankruptcy Court.

7. “*Administrative Claims Objection Bar Date*” means the deadline for filing objections to requests for payment of Administrative Claims (other than Transaction Expense, DIP Claims, and requests for payment of Professional Fee Claims), which shall be 120 days after the later of (a) the Effective Date and (b) the Filing of the applicable request for payment of the Administrative Claims; *provided* that the Administrative Claims Objection Bar Date may be extended by the Bankruptcy Court after notice and a hearing.

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

9. “*Agent*” means, as the context may require, the DIP Agent, the Prepetition Agent, or the Prepetition Sidecar Agent.

10. “*Allowed*” means, with respect to any Claim against or Interest in a Debtor, except to the extent that this Plan provides otherwise: (a) a Claim that is evidenced by a Proof of Claim timely Filed by the applicable Claims Bar Date or a request for payment of an Administrative Claim timely Filed by the Administrative Claims Bar Date (or for which Claim a Proof of Claim or request for payment of Administrative Claim is not or shall not be required to be Filed under the Plan, the Bankruptcy Code, or pursuant to a Final Order); (b) an Interest that is evidenced by a Proof of Interest timely Filed by the applicable Claims Bar Date; (c) a Claim or Interest that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no contrary or superseding Proof of Claim or Interest, as applicable, has been timely Filed; or (d) a Claim or Interest allowed pursuant to the Plan or a Final Order; *provided* that with respect to a Claim or Interest described in clause (a)–(b) above, such Claim or Interest shall be considered Allowed only if and to the extent that no objection to the allowance of such Claim or Interest is interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so interposed and the Claim or Interest has been allowed by a Final Order or otherwise resolved pursuant to the Plan. Except as otherwise specified in the Plan or any Final Order, or as provided in sections 506(b) or 511 of the Bankruptcy Code, an Allowed Claim shall not, for purposes of computing distributions under this Plan, include interest on such Claim accruing on and after the Petition Date. Notwithstanding

anything to the contrary herein, no Claim of any Entity from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity or transferee has paid the amount, or turned over any such property, for which such Entity or transferee is liable under sections 522(i), 542, 543, 550, or 553 of the Bankruptcy Code, following an objection to a claim filed on such grounds. For the avoidance of doubt, a Proof of Claim Filed after the applicable Claims Bar Date, or a request for payment of an Administrative Claim Filed after the Administrative Claims Bar Date, shall not be Allowed for any purposes whatsoever absent entry of a Final Order allowing such late-Filed Claim. “Allow” and “Allowing” shall have correlative meanings.

11. “*Assigned Executory Contracts and Unexpired Leases*” means those Executory Contracts and Unexpired Leases that are to be assumed and assigned by the applicable Debtor to the Winning Bidder or its designee pursuant to and as set forth in the Plan, the Confirmation and Sale Order, and any applicable Sale Transaction Documents.

12. “*Assigned Executory Contract and Unexpired Lease List*” means the list of the Assigned Executory Contracts and Unexpired Leases, which shall be included in the Plan Supplement, to be assumed by the Debtors and Assigned to the Winning Bidder pursuant to the Plan and the applicable Sale Transaction Documents, as the same may be amended, modified, or supplemented from time to time by the Debtors in accordance with the Plan and the Sale Transaction Documents.

13. “*Assumed Liabilities*” has the meaning set forth in the Sale Transaction Documents.

14. “*Avoidance Actions*” means any and all actual or potential avoidance, recovery, subordination, or other Causes of Action or remedies that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including Causes of Action or remedies under sections 502, 510, 542, 544, 545, 547-553, and 724(a) of the Bankruptcy Code or under other similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws.

15. “*Ballot*” means the ballot approved by the Bankruptcy Court and accompanying the Disclosure Statement upon which certain Holders of Impaired Claims entitled to vote may, among other things, indicate their acceptance or rejection of the Plan and their election not to consent to the releases in Article VII.C of the Plan in accordance with the Plan and the procedures governing the solicitation process.

16. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as may be amended.

17. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Delaware or such other court having jurisdiction over these Chapter 11 Cases.

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

19. “*Bar Date Order*” means the *Order (I) Establishing Deadlines to File Proofs of Claim, Including Claims under 11 U.S.C. § 503(b)(9), and Requests for Payment Procedures Related Thereto, (II) Establishing an Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form and Manner for Filing Proofs of Claim, (IV) Approving Form and Manner of Notice Thereof, (V) Approving the Confidentiality Protocol, and (VI) Granting Related Relief* entered by the Bankruptcy Court on December 10, 2024 [Docket No. 320].

20. “*Bidding Procedures*” means the procedures attached as Exhibit 1 to the Bidding Procedures Order as such procedures may be amended from time to time in accordance with the Bidding Procedures Order.

21. “*Bidding Procedures Order*” means the *Order Approving (I) Bidding Procedures, the Sale Timeline, and the Form and Manner of Notice Thereof; (II) the Debtors’ Entry Into and Performance Under the Stalking Horse APA; (III) Assumption and Assignment Procedures; and (IV) Granting Related Relief* entered by the Bankruptcy Court on December 10, 2024 [Docket No. 321], as such order may be amended, supplemented, or modified from time to time.

22. “*Business Day*” means any day, other than a Saturday, Sunday, or a “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

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

24. “*Cash Collateral*” has the meaning set forth in the DIP Orders.

25. “*Causes of Action*” means any and all actions, Claims, causes of action, controversies, demands, rights, actions, Liens, indemnities, interests, guaranties, suits, obligations, liabilities, damages, judgments, accounts, defenses, offsets, powers, privileges, licenses, and franchises of any kind or character whatsoever, whether known or unknown, existing or hereinafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, Disputed or undisputed, Secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. For the avoidance of doubt, “Causes of Action” includes: (a) any rights of setoff, counterclaims, or recoupments, and any Claims for breach of contract or for breach of duties imposed by Law or in equity; (b) any and all Claims based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, violation of state or federal Law, or breach of any duty imposed by Law or in equity, including Securities laws, negligence, and gross negligence; (c) any and all rights to dispute, object to, compromise, or seek to recharacterize, reclassify, subordinate, or disallow Claims or Interests; (d) any and all Claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (e) any and all Claims or defenses, including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (f) any and all state or foreign Law fraudulent transfer or similar Claims; (g) any Avoidance Action or state law fraudulent transfer claim; and (h) with respect to the Debtors and their Estates, any and all claims or causes of action that constitute “property of the estate” under section 541 of the Bankruptcy Code.

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

27. “*Claim*” has the meaning set forth in section 101(5) of the Bankruptcy Code.

28. “*Claims Bar Date*” means, collectively, the applicable date (including the Administrative Claims Bar Date) by which Proofs of Claim, Proofs of Interest, and requests for payment of Administrative Claims must be Filed, as established by: (a) the Bar Date Order; (b) a Final Order of the Bankruptcy Court; or (c) the Confirmation and Sale Order.

29. “*Claims Objection Deadline*” means the deadline for objecting to a Claim asserted against a Debtor (other than an Administrative Claim), which shall be on the date that is the later of: (a) the first Business Day following 180 days after the Effective Date; and (b) such later date as may be fixed by the Bankruptcy Court, after notice and a hearing upon a motion either Filed on or before the then existing Claims Objection Deadline or Filed thereafter for cause.

30. “*Claims, Noticing, and Solicitation Agent*” means Kroll Restructuring Administration LLC, in its capacity as the claims, noticing, and solicitation agent in the Chapter 11 Cases for the Debtors and any successors appointed by an order of the Bankruptcy Court.

31. “*Claims Register*” means the official register of Claims against and Interests in the Debtors maintained by the Clerk of the Bankruptcy Court or the Claims, Noticing, and Solicitation Agent.

32. “*Class*” means a class of Claims against or Interests in the Debtors as set forth in Article III of the Plan in accordance with section 1122(a) of the Bankruptcy Code.

33. “*Collateral*” means any property or interest in property of the Estate of any Debtor subject to a Lien, charge, or other encumbrance to secure the payment or performance of a Claim, which Lien, charge, or other encumbrance is not subject to a Final Order ordering the remedy of avoidance of any such Lien, charge, or other encumbrance.

34. “*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to the *Notice of Appointment of Committee of Unsecured Creditors* [Docket No. 171], as may be reconstituted from time to time.

35. “*Confirmation*” means the Bankruptcy Court’s entry of the Confirmation and Sale Order on the docket of the Chapter 11 Cases.

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

37. “*Confirmation Hearing*” means the hearing(s) before the Bankruptcy Court pursuant to section 1128(a) of the Bankruptcy Code at which the Debtors will seek Confirmation of the Plan.

38. “*Confirmation and Sale Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code and approving the Sale Transaction pursuant to sections 363 and 1123(b)(4) of the Bankruptcy Code in connection therewith.

39. “*Consenting Lenders*” shall have the meaning set forth in the Restructuring Support Agreement.

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

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

42. “*Cure Notice*” means that *Notice of Possible Assumption and Assignment with Respect to Executory Contracts and Unexpired Leases of the Debtors* [Docket No. 375].

43. “*D&O Insurance Coverage*” means coverage for insureds under any applicable D&O Policies.

44. “*D&O Policies*” means all insurance policies (including policies providing D&O Insurance Coverage, D&O Tail Coverage, and any excess or umbrella policy) and related agreements or instruments thereto of indemnity for directors’, members’, trustees’ and officers’ liability issued or providing coverage at any time to any of the Debtors or their Related Parties and all agreements, documents or instruments relating thereto, for any policy period whatsoever.

45. “*D&O Tail Coverage*” means the extension of the D&O Insurance Coverage for any period beyond the end of the applicable policy period, including but not limited to any extension after the Effective Date for claims based on conduct occurring prior to the Effective Date.

46. “*Debtor*” means one of the Debtors, in its capacity as a debtor and debtor in possession in the Chapter 11 Cases.

47. “*Debtors*” means, collectively, (a) Osteon Holdings, Inc., (b) Osteon Intermediate Holdings I, Inc., (c) Osteon Intermediate Holdings II, Inc., (d) Exactech, Inc., and (e) XpandOrtho, Inc.

48. “*Debtor Release*” has the meaning set forth in Article VIII.B herein.

49. “*Definitive Documents*” has the meaning set forth in the Restructuring Support Agreement.

50. “*DIP Agent*” means GLAS USA LLC as administrative and collateral agent under any DIP Credit Facility, and any predecessors and successors in such capacity.

51. “*DIP Claim*” means a Claim against a Debtor arising under, derived from, secured by, based on, or related to the DIP Credit Agreement Documents or the DIP Orders, including any Claim for the outstanding principal amount, interest, fees, expenses, costs, and other charges arising under or related to the DIP Credit Agreement Documents or the DIP Orders, including the DIP Fees and Expenses (as defined in the Final DIP Order).

52. “*DIP Credit Agreement*” means that certain Debtor-In-Possession Credit Agreement, dated as of October 31, 2024, as may be amended, supplemented, or modified from time to time, among Exactech, Inc., Osteon Intermediate Holdings II, Inc., the other guarantors party thereto, the DIP Agent, and the DIP Lenders.

53. “*DIP Credit Agreement Documents*” means the DIP Credit Agreement and all other agreements, documents, and instruments related thereto, including the DIP Orders and any guaranty agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, fee letters, and other security agreements, each as may be amended from time to time in accordance with their terms.

54. “*DIP Lenders*” means the lenders party to the DIP Credit Agreement.

55. “*DIP Orders*” means, collectively, the Interim DIP Order and the Final DIP Order, as such orders may be modified from time to time.

56. “*DIP Takeback Exchange*” means the exchange of each DIP Claim on a dollar-for-dollar basis for the New Takeback Debt in accordance with this Plan and the Sale Transaction Documents.

57. “*Disclosure Statement*” means the *Disclosure Statement Relating to the Joint Chapter 11 Plan of Exactech, Inc. and its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* dated as of [●] [Docket No. [●]], as may be amended, supplemented, or modified from time to time, including all exhibits and schedules thereto and references therein that relate to the Plan, that is prepared and distributed in accordance with the Bankruptcy Code, the Bankruptcy Rules, and any other applicable law and approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

58. “*Disclosure Statement Order*” means the Order entered by the Bankruptcy Court on [●] [Docket No. [●]], as such order may be amended, supplemented, or modified from time to time.

59. “*Disputed*” means a Claim against or an Interest in a Debtor or any portion thereof that is not Allowed and not disallowed under the Plan, the Bankruptcy Code, or a Final Order.

60. “*Distribution Agent*” means, as applicable, the Debtors or the Wind-Down Trustee or any Entity or Entities designated by the Debtors or the Wind-Down Trustee, which may include the Claims, Noticing, and Solicitation Agent, to make or to facilitate Distributions that are to be made pursuant to the Plan.

61. “*Distribution Date*” means, except as otherwise set forth herein, the date or dates determined by the Wind-Down Trustee, on or after the Effective Date, upon which the Distribution

Agent shall make distributions to Holders of Allowed Claims entitled to receive distributions under the Plan.

62. “*Distribution Record Date*” means the record date for purposes of determining which Holders of Allowed Claims against or Allowed Interests in the Debtors are eligible to receive distributions under the Plan, which date shall be the first day of the Confirmation Hearing, or as otherwise designated in a Final Order of the Bankruptcy Court.

63. “*Effective Date*” means with respect to a Debtor, the date that is the first Business Day after the Confirmation Date on which (a) all conditions precedent set forth in Article IX.A of the Plan have been satisfied or waived in accordance with Article IX.B of the Plan, (b) no stay of the Confirmation Order is in effect, and (c) the Debtors, in consultation with the Required Consenting Lenders, declare the Plan effective.

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

65. “*Estate*” means, as to each Debtor, the estate created on the Petition Date for such Debtor in its Chapter 11 Case pursuant to sections 301 and 541 of the Bankruptcy Code and all property (as defined in section 541 of the Bankruptcy Code) acquired by such Debtor after the Petition Date through and including the Effective Date.

66. “*Exactech NewCo*” means the Winning Bidder, or any Entity or Entities designated by the Winning Bidder, as the owner of the Acquired Assets and obligor under the Assumed Liabilities following the closing of the Sale Transaction.

67. “*Excluded Assets*” means all assets not acquired by the Winning Bidder, including all assets contained in the definition of “Excluded Assets” set forth in any Sale Transaction Documents (or such other similar terms as may be used in any Sale Transaction Documents).

68. “*Exculpation*” means the exculpation provision set forth in Article VIII.D of this Plan.

69. “*Exculpated Party*” means, collectively, and, in each case, solely in their respective capacities as such and solely to the extent they served in such capacity between the Petition Date and the Effective Date: (a) the Debtors; (b) the Debtors’ Professionals; (c) the Debtors’ directors and officers; and (d) with respect to each of the foregoing in clauses (a) and (c), solely to the extent they are estate fiduciaries, and without duplication of parties otherwise set forth above, each such Entity’s current and former Affiliates, and each such Entity’s and its current and former Affiliates’ current and former subsidiaries, officers, directors (including any sub-committee of directors), managers, principals, members (including ex officio members and managing members), employees, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

70. “*Executory Contract*” means a contract to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under section 365 or 1123 of the Bankruptcy Code.

71. “*Exit Fee/MOIC ROR*” means the reservation of rights by the Consenting Lenders to dispute or object to the Exit Fee or the Applicable Premium arising and payable under the Prepetition Sidecar Credit Agreement (as defined therein) and any other related documents.

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

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

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

75. “*Final DIP Order*” means that certain *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Superpriority Administrative Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* entered by the Bankruptcy Court on December 10, 2024 [Docket No. 313], as such order may be amended, supplemented, or modified from time to time.

76. “*Final Order*” means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, modified, or amended, that is not stayed, and as to which the time to appeal, seek certiorari, or move for a new trial, reargument, or rehearing has expired and no appeal, petition for certiorari, or other proceeding for a new trial, reargument, or rehearing thereof has been timely taken or, if an appeal, writ of certiorari, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument, or rehearing shall have been denied, or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, reargument, or rehearing shall have expired, resulting in no modification of such order or judgment or has otherwise been dismissed with prejudice; *provided* that the possibility that a motion under rule 60 of the Federal Rules of Civil Procedure or any comparable Bankruptcy Rule may be filed relating to such order or judgment shall not cause such order or judgment to not be a Final Order.

77. “*General Unsecured Claim*” means a Claim against a Debtor that is not: (a) paid in full prior to the Effective Date pursuant to an order of the Bankruptcy Court or Secured by Collateral; (b) assumed by the Winning Bidder pursuant to Winning Bidder’s Asset Purchase Agreement; (c) an Administrative Claim; (d) a Professional Fee Claim; (e) a DIP Claim; (f) a Priority Tax Claim; (g) an Other Secured Claim; (h) a Priority Non-Tax Claim; (i) a Prepetition Pari 1L Claim; (j) a Section 510(b) Claim; or (k) an Intercompany Claim. For the avoidance of doubt, any Qui Tam Claim and any Personal Injury Claim is a General Unsecured Claim.

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

79. “*GUC Reserve*” means an account funded by the Debtors from the Winning Bidder on the Effective Date with Cash in the amount equal to \$500,000 minus fifty percent (50%) of the

sum of (i) all amounts paid to Huron Transaction Advisory LLC during the Chapter 11 Cases and (ii) all amounts paid to Huron Transaction Advisory LLC pursuant to any Final Order approving their Professional Fee Claims.

80. “*Holder*” means an Entity holding a Claim against or an Interest in any Debtor.

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

82. “*Intercompany Claim*” means a Claim against a Debtor that is held by another Debtor or a direct or indirect subsidiary of a Debtor.

83. “*Intercompany Interest*” means any Interest in one Debtor held by another Debtor.

84. “*Interest*” means the common stock, preferred stock, limited liability company interests, equity security (as defined in section 101(16) of the Bankruptcy Code), and any other equity, ownership, or profits interests of any Debtor, and options, warrants, rights, or other Securities or agreements to acquire the common stock (including convertible debt), preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Debtor (whether or not arising under or in connection with any employment agreement).

85. “*Interim DIP Order*” means the Interim Order *(I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Superpriority Administrative Expense Claims, (II) Granting Adequate Protection to Certain Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* entered by the Bankruptcy Court on October 31, 2024 [Docket No. 100], as such order may be amended, supplemented, or modified from time to time.

86. “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1-4001 and the rules and regulations promulgated thereunder, as applicable to the Chapter 11 Cases.

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

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

89. “*Management Incentive Plan*” means, Exactech NewCo’s post-Effective Date management incentive plan, if any, which, if the Stalking Horse Purchaser is the Winning Bidder, shall provide for the MIP Pool to be reserved for awards to employees, non-employee directors and other service providers in the form of appreciation rights or other equity linked instruments, as determined by the New Board in its discretion.

90. “*MIP Pool*” means, in the case the Stalking Horse Purchaser is the Winning Bidder, 10% of the New Interests as of the Effective Date.

91. “*New Board*” means the initial board of directors, members, or managers, as applicable, of Exactech NewCo.

92. “*New Interests*” means 100% of the interests in Exactech NewCo, potentially subject to dilution by the Management Incentive Plan.

93. “*New Takeback Debt*” means, if the Stalking Horse Purchaser is the Winning Bidder, the term loan facility issued by Exactech NewCo, which shall have an aggregate principal amount equal to no more than \$130,000,000.

94. “*Other Secured Claim*” means any Secured Claim that is not a Prepetition Pari 1L Claim or a DIP Claim and that is not assumed by the Winning Bidder or its designee under the Sale Transaction Documents.

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

96. “*Personal Injury Claim*” means any and all Claims against a Debtor, Causes of Action, suits, proceedings, obligations, liabilities, demands, damages, losses, costs or expenses of any kind, whether filed or unfiled, known or unknown, asserted or unasserted, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, direct or indirect, individual or class action, consolidated or unconsolidated, pending or threatened, in law, equity, or otherwise, whether arising before, on, or after the Petition Date, based upon, arising out of, or in any way related to product liability, the design, manufacture, production, marketing, distribution, sale, purchase, use, exposure to, or recall of any Products or component thereof, including but not limited to any allegations of defects in design, manufacturing, or labeling, failure to warn, breach of warranty, negligence, strict liability, misrepresentation, fraud, or any other theory of liability, or similar claims for injury to a person or property arising from or related to any express or implied representation, warranty, or agreement made by the Debtors, claims arising from or related to the improper performance or malfunctioning of any product, the improper design or manufacture of any product, failure to adequately package, label or warn of hazards or other related defects of any products, or any service performed by the Debtors, whether under state, federal, or foreign law, including, without limitation, the *Exactech Master Case* (Case No. 01-2022-CA-002670), pending in the Eighth Judicial Circuit of Florida, Alachua County; the multi-district litigation, MDL No. 3044, *In re: Exactech Polyethylene Orthopedic Products Liability Litigation*, 1:22-md-03044-NGG-MMH, pending in the United States District Court for the Eastern District of New York; Federal Court of Australia proceedings number NSD1224/2024, pending in Australia; other individual product liability actions pending in Australia, France, Germany, and Brazil; and any similar action or proceeding in any domestic or foreign jurisdiction.

97. “*Petition Date*” means October 29, 2024.

98. “*Plan*” means this *Joint Chapter 11 Plan of Exactech, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* and all exhibits, supplements, appendices, and schedules, as may be altered, amended, supplemented, or otherwise modified from time to time in accordance with Article X.A hereof, including the Plan Supplement (as altered, amended, supplemented, or otherwise modified from time to time), which is incorporated herein by reference and made part of the Plan as if set forth herein.

99. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan (as may be altered, amended, modified, or supplemented from time to time in accordance with the terms hereof and in accordance with the Bankruptcy Code and Bankruptcy Rules) to initially be Filed by the deadline set forth in the Disclosure Statement Order or such later date as may be approved by the Bankruptcy Court, and additional documents or amendments to previously Filed documents, Filed before the Effective Date as amendments to the Plan Supplement, including the following, as applicable: (a) Assigned Executory Contract and Unexpired Lease List; (b) Schedule of Retained Causes of Action; (c) the Restructuring Transactions Memorandum; (d) the Wind-Down Trust Agreement; (e) the Winning Bidder’s Asset Purchase Agreement; and (f) any other necessary documentation related to the Restructuring Transactions.

100. “*Prepetition Equity Interests*” means all prepetition Interests in Osteon Holdings, Inc.

101. “*Prepetition First Lien Agent*” means GLAS USA LLC, as successor administrative agent and collateral agent under the Prepetition First Lien Credit Agreement, and any predecessors and successors in such capacity.

102. “*Prepetition First Lien Claim*” means a Claim against a Debtor arising under, derived from, or based on the Prepetition First Lien Credit Agreement Documents, including any Claim for outstanding principal amount, interest, fees, expenses, costs, or other charges arising under or related to the Prepetition First Lien Credit Agreement Documents.

103. “*Prepetition First Lien Credit Agreement*” means that certain Credit Agreement dated as of February 14, 2018 (as amended, restated, supplemented, or otherwise modified from time to time prior to the Petition Date) among Exactech, Inc., as borrower, Osteon Intermediate Holdings II, Inc., the Prepetition First Lien Agent, and the Prepetition First Lien Lenders party thereto.

104. “*Prepetition First Lien Credit Agreement Documents*” means, collectively, the Prepetition First Lien Credit Agreement and all other agreements, documents, and instruments related thereto, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, fee letters, and other security documents.

105. “*Prepetition First Lien Lenders*” means the lenders under the Prepetition First Lien Credit Agreement and any party that becomes a lender thereunder from time to time.

106. “*Prepetition Pari IL Claims*” means, collectively, the Prepetition First Lien Claims and the Prepetition Sidecar Claims.

107. “*Prepetition Sidecar Agent*” means TPG VII Osteon Holdings, LP and any predecessors and successors in such capacity.

108. “*Prepetition Sidecar Claims*” means a Claim against a Debtor arising under, derived from, or based on the Prepetition Sidecar Credit Agreement Documents, including any Claim for outstanding principal amount, interest, fees, expenses, costs, or other charges arising under or related to the Prepetition Sidecar Credit Agreement Documents.

109. “*Prepetition Sidecar Credit Agreement*” means that certain Credit Agreement dated as of September 19, 2023 (as amended by that certain Amendment No. 1 to Credit Agreement pursuant to which the Prepetition Sidecar Lenders provided the Borrower multi-draw incremental term loans in the aggregate principal amount of up to \$20,000,000, dated as of April 23, 2024, and as further amended, supplemented, restated, replaced, or otherwise modified from time to time) among Exactech, Inc., Osteon Intermediate Holdings II, Inc. as the holding company guarantor, TPG VII Osteon Holdings, LP, as administrative agent and collateral agent, and the Prepetition Sidecar Lenders.

110. “*Prepetition Sidecar Credit Agreement Documents*” means, collectively, the Prepetition Sidecar Credit Agreement and all other agreements, documents, and instruments related thereto, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, subordination agreements, fee letters, and other security documents.

111. “*Prepetition Sidecar Lenders*” means the lenders under the Prepetition Sidecar Credit Agreement and any party that becomes a lender thereunder from time to time.

112. “*Priority Non-Tax Claim*” means a Claim against a Debtor entitled to priority in right of payment under section 507(a) of the Bankruptcy Code other than an Administrative Claim or Priority Tax Claim.

113. “*Priority Tax Claim*” means a Claim of a Governmental Unit against a Debtor of the kind specified in section 507(a)(8) of the Bankruptcy Code.

114. “*Products*” means any and all products developed, designed, manufactured, marketed, sold, implanted, or supported by, the Debtors or Debtor affiliates.

115. “*Pro Rata*” means the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class.

116. “*Professional*” means an Entity (other than an Ordinary Course Professional): (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered and expenses incurred pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) for which compensation and reimbursement has been Allowed by Final Order of the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

117. “*Professional Fee Amount*” means the aggregate amount of unpaid Professional Fee Claims that the Professionals estimate they have incurred or will incur in rendering services in connection with the Chapter 11 Cases prior to and as of the Effective Date that remain unpaid as the Effective Date, which estimates Professionals shall deliver to the Debtors as set forth in Article II.B of this Plan.

118. “*Professional Fee Claim*” means a Claim by a Professional seeking compensation for services, including legal, financial, investment banking, advisory, accounting, and other services rendered or reimbursement of expenses incurred by such Professional through and including the Effective Date, under sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or

503(b)(5) of the Bankruptcy Court, to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court. To the extent the Bankruptcy Court denies or reduces by a Final Order any amount of a Professional's requested fees and expenses, then the amount by which such fees or expenses are reduced or denied shall reduce the applicable Professional Fee Claim.

119. “*Professional Fee Escrow Account*” means an escrow account funded by the Debtors with Cash as soon as is reasonably practicable after the Confirmation Date and no later than the Effective Date in an amount equal to the Professional Fee Amount.

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

121. “*Proof of Interest*” means a written proof of Interest in any of the Debtors Filed in the Chapter 11 Cases.

122. “*Quarterly Fees*” means all fees due and payable pursuant to section 1930 of Title 28 of the U.S. Code.

123. “*Qui Tam Claims*” means any Claims or Causes of Action arising from any actions that have been or could be brought against, threatened, asserted, or commenced against any of the Debtors under the False Claims Act, 31 U.S.C. §§ 3729-3733, or other similar or related local, state, federal, or foreign statutes and common law, including, without limitation, any Claims arising out of or related to those certain *qui tam* actions pending in the United States District for the Northern District of Alabama *US ex rel. Wallace v. Exactech, Inc.*, No. 2:18-cv-1010-LSC (N.D. Ala. March 2, 2020).

124. “*Reinstate*,” “*Reinstated*,” or “*Reinstatement*” means with respect to Claims and Interests, that the Claim or Interest shall be rendered unimpaired in accordance with section 1124(2) of the Bankruptcy Code.

125. “*Related Party*” means, with respect to an Entity, each of, and in each case solely in its capacity as such, (a) such Entity's current and former Affiliates and (b) such Entity's respective current and former directors, managers, officers, shareholders, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, assigns, (whether by operation of law or otherwise) subsidiaries, associated entities, managed or advised entities, accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors, fiduciaries, trustees, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, and other professionals, representatives, advisors, predecessors, successors, and assigns, and the respective heirs, executors, estates, and nominees of the foregoing.

126. “*Released Party*” means, collectively, and in each case in its capacity as such: (a) each of the Debtors; (b) the Agents; (c) the DIP Lenders; (d) the Consenting Lenders; (e) Exactech NewCo; (f) the Sponsor; (g) the Stalking Horse Purchaser; (h) each Related Party of each Entity in clauses (a) through (g); *provided* that (i) any of the foregoing that opts out of the third party release pursuant to Article VIII.C herein or otherwise does not (or is not deemed to)

provide a release in accordance with Article VIII shall not be a “Released Party” and (ii) the designation of the Sponsor and its Related Parties (other than the Debtors in their capacities as such) as Released Parties shall be subject to the limitations set forth in Article VIII.B and Article VIII.C.

127. “*Releasing Parties*” means, collectively, and in each case in its capacity as such, (a) the Released Parties; (b) each Holder of a Claim that (i) votes to accept the Plan and does not opt out of the releases contained in Article VIII of the Plan, or (ii) votes to reject the Plan and does not opt out of the releases contained in Article VIII of the Plan; and (c) each Related Party of each Entity in clauses (a) and (b) solely to the extent such Releasing Party is legally entitled to bind such Related Party to the releases contained in the Plan under applicable non-bankruptcy law.

128. “*Required Consenting Lenders*” means, as of the date of determination, Consenting Lenders holding at least 66.67% in aggregate outstanding principal amount of the Prepetition First Lien Claims held by the Consenting Lenders.

129. “*Restructuring Support Agreement*” means that certain Restructuring Support Agreement, made and entered into as of October 29, 2024, by and among the Debtors, the Consenting Lenders party thereto from time to time, as such may be amended from time to time in accordance with its terms.

130. “*Restructuring Transactions*” means the transactions described in Article IV.A of the Plan.

131. “*Restructuring Transactions Memorandum*” means that certain memorandum describing the steps to be carried out to effectuate the Restructuring Transactions, the form of which shall be included in the Plan Supplement.

132. “*Sale Proceeds*” means all Cash and non-Cash proceeds of the Sale Transaction that the Debtors receive in accordance with the Sale Transaction Documents.

133. “*Sale Transaction*” means the sale of all or substantially all of the Debtors’ assets to Winning Bidder pursuant to the Sale Transaction Documents.

134. “*Sale Transaction Documents*” means the Stalking Horse APA or the asset purchase agreement with the Winning Bidder, as applicable, and all related documents pursuant to which the Debtors will effectuate the Sale Transaction.

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

136. “*Schedules*” means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by each of the Debtors pursuant to section 521 of the Bankruptcy Code, as such schedules and statements may have been or may be amended, modified, or supplemented from time to time.

137. “*Section 510(b) Claim*” means any Claim against a Debtor subject to subordination under section 510(b) of the Bankruptcy Code.

138. “*Secured*” means, when referring to a Claim: (a) secured by a Lien on property in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Final Order of the Bankruptcy Court, or that is subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in such Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) Allowed pursuant to the Plan as a Secured Claim.

139. “*Securities Act*” means the U.S. Securities Act of 1933, 15 U.S.C. §§ 77a-77aa, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

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

141. “*Selling Debtors*” means Debtors Exactech, Inc., XpandOrtho, Inc., and Osteon Intermediate Holdings II, Inc.

142. “*Solicitation*” means the solicitation of votes on this Plan in accordance with the Solicitation Procedures.

143. “*Solicitation Procedures*” means the procedures concerning Solicitation established pursuant to the Disclosure Statement Order.

144. “*Special Committee*” means the special committee of the Board of Directors of Osteon Intermediate Holdings II, Inc., Exactech, Inc., and XpandOrtho, Inc.

145. “*Sponsor*” means collectively, TPG VII Osteon Holdings, LP and its Affiliates that hold Claims against or Interests in one or more of the Debtors.

146. “*Stalking Horse APA*” means the Asset Purchase Agreement dated October 29, 2024, among EI Bidco, LLC, as Purchaser, and Exactech, Inc. and its subsidiaries named therein, as Sellers, as may be amended, modified, or otherwise supplemented.

147. “*Stalking Horse Purchaser*” means EI Bidco, LLC, a Delaware limited liability company.

148. “*Tax Code*” means the United States Internal Revenue Code of 1986, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

149. “*Transaction Expenses*” means all reasonable and documented fees, costs and expenses (whether incurred at any point before or after the commencement of these Chapter 11 Cases) incurred by the Ad Hoc Group Advisors in connection with the negotiation, formulation, preparation, execution, delivery, implementation, and consummation of the Restructuring Support Agreement, this Plan, the DIP Credit Agreement Documents, or the Sale Transaction Documents, and any other Definitive Documents, and/or the transactions contemplated hereby or thereby,

and/or any amendments, waivers, consents, supplements, or other modifications to any of the foregoing.

150. “*Treasury Regulations*” means the United States Treasury regulations promulgated pursuant to the Tax Code.

151. “*Unclaimed Distribution*” means any distribution under the Plan on account of an Allowed Claim or Allowed Interest to a Holder that has not: (a) accepted a particular distribution or, in the case of distributions made by check, negotiated such check; or (b) responded to the Debtors’ or Wind-Down Trustee’s requests for information necessary to facilitate a particular distribution in the manner and at the time required under the Plan.

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

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

154. “*U.S. Trustee*” means the Office of the United States Trustee for the District of Delaware.

155. “*Voting Deadline*” means [●], 2025 at [●] p.m. prevailing Eastern Time.

156. “*Wind-Down*” means the process of winding down the Debtors’ businesses and Estates, and dissolving the Debtor entities, after the Effective Date and all actions related to, necessary for, or otherwise appropriate to effectuate the foregoing.

157. “*Wind-Down Amount*” means (a) if the Stalking Horse Purchaser is the Winning Bidder, \$2,225,000, and (b) if the Stalking Horse Purchaser is not the Winning Bidder, an amount equal to all amounts necessary to pay all costs, fees, and expenses related to the Wind-Down, which amount shall be at least \$2,225,000. The Wind-Down Amount shall be separate and in addition to the Professional Fee Amount held in the Professional Fee Escrow Account.

158. “*Wind-Down Distributable Consideration*” means the consideration distributable to Holders of Prepetition Pari 1L Claims and General Unsecured Claims, as applicable, in an amount equal to the excess, if any, of the sum of Cash on hand and any Cash Sale Proceeds *minus* the amount of Cash necessary to (a) fund the Professional Fee Escrow Account in the Professional Fee Amount; (b) pay any fees required to be paid in respect to the DIP Credit Agreement Documents in accordance with the DIP Orders; (c) satisfy the following Allowed Claims of the Selling Debtors: (i) Administrative Claims (without duplication of the Professional Fee Amount), (ii) Priority Tax Claims, (iii) Priority Non-Tax Claims, and (iv) Other Secured Claims (in each case, to the extent Allowed and required to be paid in Cash or, with respect to the Other Secured Claims, to the extent that the Debtors or the Wind-Down Trustee, as applicable, elect to satisfy such Claims in Cash); (d) fund the GUC Reserve; and (e) fund the Wind-Down Amount. For the avoidance of doubt, in the event that the Stalking Horse Purchaser is not the Winning Bidder, the Wind-Down Distributable Consideration shall be sufficient to satisfy the DIP Claims and the

Prepetition Pari 1L Claims in full, in Cash, as of the Effective Date (or in the case of the DIP Claims, the maturity date if earlier).

159. “*Wind-Down Trust*” means that certain trust to be created on the Effective Date, as described in Article IV of the Plan.

160. “*Wind-Down Trust Account*” means the bank account or accounts used to fund all expenses and payments required to be made by the Wind-Down Trustee, which shall be established by the Wind-Down Trustee on the Effective Date.

161. “*Wind-Down Trust Agreement*” means that certain agreement establishing the Wind-Down Trust, the form of which shall be included in the Plan Supplement and shall be reasonably acceptable to the Debtors and the Required Consenting Lenders.

162. “*Wind-Down Trust Assets*” means all of the assets of the Debtors’ Estates remaining after the closing of the Sale Transaction and the funding of the Professional Fee Escrow Account with the Professional Fee Amount, including (a) the D&O Policies, (b) the Excluded Assets, (c) the Wind-Down Amount, including any accounts to hold such funds, (d) any amounts necessary to satisfy the following claims of the Selling Debtors: (i) Administrative Claims, (ii) Priority Tax Claims, (iii) Priority Non-Tax Claims, and (iv) Other Secured Claims (in each case, to the extent Allowed and required to be paid in Cash and, with respect to the Other Secured Claims, to the extent that the Debtors or the Wind-Down Trustee, as applicable, elect to satisfy such Claims in Cash); and (e) the GUC Reserve (which assets shall be treated as transferred (in accordance with the Restructuring Transactions Memorandum) to and beneficially owned by the Wind-Down Trust as of the Effective Date.

163. “*Wind-Down Trustee*” means an individual selected by the Debtors, with the consent of the Required Consenting Lenders, and disclosed in the Plan Supplement, or any successor(s) thereto, to be the representative of the Wind-Down Trust on and after the Effective Date, and who shall have the rights, powers, duties, and responsibilities set forth in this Plan and in the Wind-Down Trust Agreement.

164. “*Winning Bidder*” means any Entity or Entities, which may include the Stalking Horse Purchaser, whose bid for all or substantially all of the Debtors’ assets is selected by the Debtors and approved by the Bankruptcy Court as the highest or otherwise best bid pursuant to the Bidding Procedures. For the avoidance of doubt, the Winning Bidder may be more than one Entity, submitting one or more bids, and, if applicable, use of the term “Winning Bidder” herein may be read as “Winning Bidders”.

B. Rules of Interpretation

For purposes of the Plan: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (b) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) unless otherwise specified, any reference herein to an existing

document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed, shall mean that document, schedule, or exhibit, as it may thereafter have been or may thereafter be validly amended, amended and restated, supplemented, or otherwise modified; (d) unless otherwise specified, any reference to an Entity as a Holder of a Claim or Interest includes that Entity's authorized successors and assigns; (e) unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; (f) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (g) unless otherwise specified, the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to any particular portion of the Plan; (h) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (i) unless otherwise specified, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (j) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (k) references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (l); unless otherwise specified, all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, to the extent applicable to the Chapter 11 Cases; (m) any effectuating provisions shall be interpreted by the Debtors or the Wind-Down Trustee in such a manner that is consistent with the overall purpose and intent of the Plan; (n) any references herein to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter; and (o) all references herein to consent, acceptance, or approval shall (unless otherwise specified) be deemed to include the requirement that such consent, acceptance, or approval be evidenced by a writing, which (unless otherwise specified) may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail.

C. Computation of Time

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

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Delaware, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, documents, instruments, or contracts, in which case the governing law of such agreement shall control); *provided* that corporate, limited liability company, or partnership governance matters relating to the Debtors shall be governed by the laws of the jurisdiction of incorporation or formation of the relevant Debtor.

E. Reference to Monetary Figures

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

F. Nonconsolidated Plan

Although for purposes of administrative convenience and efficiency the Plan has been Filed as a joint plan for the Debtors and presents together Classes of Claims against and Interests in the Debtors, the Plan does not provide for the substantive consolidation of any of the Debtors.

G. Controlling Document

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan, the Disclosure Statement, and the Plan Supplement, the relevant Plan Supplement provision shall control (unless stated otherwise in such document or in the Confirmation and Sale Order). In the event of any inconsistency between the Plan and the Confirmation and Sale Order, the Confirmation and Sale Order shall control.

H. Consent Rights

Notwithstanding anything herein to the contrary, any and all consent or termination rights of the Required Consenting Lenders set forth in the Restructuring Support Agreement, the DIP Orders, or any Definitive Document with respect to the form and substance of the Plan, the Plan Supplement, the Sale Transaction Documents, and all other Definitive Documents, including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference, be fully enforceable as if stated in full herein, with such rights and remedies provided for in the Restructuring Support Agreement, the DIP Orders, or any other Definitive Document, as applicable. For the avoidance of doubt, (i) nothing in this section impairs the Debtors' ability to modify, amend or withdraw this Plan as set forth in Article X, and (ii) nothing in this Plan shall be construed to limit, modify, or waive any of the rights referenced in this Article I.H.

**ARTICLE II.
ADMINISTRATIVE AND PRIORITY CLAIMS**

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

A. Administrative Claims

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors, to the extent an Allowed Administrative Claim has not already been paid in full or otherwise satisfied during the Chapter 11 Cases, each Holder of an Allowed Administrative Claim (other than Holders of Professional Fee Claims, Transaction Expenses, or DIP Claims) will receive

in full and final satisfaction of its Allowed Administrative Claim an amount of Cash equal to the amount of the unpaid portion of such Allowed Administrative Claim in accordance with the following: (1) if such Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due); (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than 30 days after the date on which an order Allowing such Administrative Claim becomes a Final Order; (3) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction or course of business giving rise to such Allowed Administrative Claim, without any further action by the Holder of such Allowed Administrative Claim; (4) at such time and upon such terms as may be agreed upon by the Holder of such Allowed Administrative Claim and the Debtors or the Wind-Down Trustee, as applicable; or (5) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

Except for Professional Fee Claims, DIP Claims, and Transaction Expenses (which are addressed in Article II.B, Article II.D, and Article II.F, respectively), and unless previously Filed, requests for payment of Administrative Claims arising after January 10, 2025 must be Filed and served on the Wind-Down Trustee no later than the Administrative Claim Bar Date or other bar date pursuant to the procedures specified in the Bar Date Order, this Plan, the Confirmation and Sale Order, and the notice of entry of the Confirmation and Sale Order. Objections to such requests must be Filed and served on the Wind-Down Trustee (if the Wind-Down Trustee is not the objecting party) and the requesting party on or before the Administrative Claim Objection Bar Date. If an objection is timely filed, after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, the Bankruptcy Rules, and prior Bankruptcy Court orders, the Allowed amounts, if any, of Administrative Claims shall be determined by, and satisfied in accordance with, an order of the Bankruptcy Court that becomes a Final Order. If no objection is timely filed, each Administrative Claim shall be Allowed in the amount asserted in the Administrative Claim.

Except for Professional Fee Claims, DIP Claims, and Transaction Expenses, Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request on or before the applicable Administrative Claim Bar Date or other date established by the Bar Date Order shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, the Estates, the Wind-Down Trust, the Wind-Down Trustee, or the property of any of the foregoing, and such Administrative Claims shall be deemed discharged and released as of the Effective Date without the need for any objection from the Debtors or the Wind-Down Trustee or any notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

B. Professional Fee Claims

1. Final Fee Applications and Payment of Professional Fee Claims

All final 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 30 days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such

Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, and prior Bankruptcy Court orders. The Professional Fee Claims shall be paid in Cash to the applicable Professionals from the funds held in the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed by an order of the Bankruptcy Court; *provided* that obligations with respect to Allowed Professional Fee Claims shall not be limited nor be deemed limited to funds held in the Professional Fee Escrow Account.

2. Professional Fee Escrow Account

As soon as is reasonably practicable after the Confirmation Date and no later than the Effective Date, the Debtors shall establish the Professional Fee Escrow Account and fund it with Cash equal to the Professional Fee Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full pursuant to one or more Final Orders of the Bankruptcy Court. No Liens, Claims, or Interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. No funds held in the Professional Fee Escrow Account shall be property of the Estates, the Debtors, the Wind-Down Trustee, or the Wind-Down Trust. When all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full to the Professionals pursuant to one or more Final Orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Escrow Account shall be considered: (i) in the event that the Stalking Horse Purchaser is not the Winning Bidder, Wind-Down Distributable Consideration to be distributed in accordance with the Plan and (ii) in the event that the Stalking Horse Purchaser is the Winning Bidder, property of the Winning Bidder, without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

3. Professional Fee Amount

The Professionals shall deliver to the Debtors a reasonable and good faith estimate of their fees and expenses incurred in rendering services to the Debtors before and as of the Confirmation Date projected to be unpaid as of the anticipated Effective Date and shall deliver such estimate no later than five Business Days prior to the anticipated Effective Date. For the avoidance of doubt, no such estimate shall be considered or deemed an admission or limitation with respect to the amount of the fees and expenses that are the subject of a Professional's final request for payment of Professional Fee Claims Filed with the Bankruptcy Court and Professionals are not bound to any extent by the estimates. If a Professional does not provide an estimate, the Debtors may estimate the unpaid and unbilled fees and expenses of such Professional. The total aggregate amount so estimated to be outstanding as of the anticipated Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account; *provided* that the Wind-Down Trustee shall use Cash from the Wind-Down Trust (including the Wind-Down Trust Assets) to increase the amount of the Professional Fee Escrow Account to the extent fee applications are Filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

4. Post-Confirmation Date Fees and Expenses

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors. The Debtors or the Wind-Down Trustee, as applicable, shall pay, within ten Business Days after submission of a detailed invoice to the Debtors or Wind-Down Trustee, as applicable, such reasonable claims for compensation or reimbursement of expenses incurred by the Professionals. If the Debtors or Wind-Down Trustee, as applicable, dispute the reasonableness of any such invoice, the Debtors or Wind-Down Trustee, as applicable, or the affected Professional may submit such dispute to the Bankruptcy Court for a determination of the reasonableness of any such invoice, and the disputed portion of such invoice shall not be paid until the dispute is resolved. From and after the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code or the interim compensation order in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

C. Statutory Fees

All Quarterly Fees that are due and owing as of the Effective Date shall be paid by the Debtors in full in Cash on the Effective Date. The Debtors shall file all monthly operating reports due prior to the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Wind-Down Trustee shall file with the Bankruptcy Court UST Form 11-PCR reports when they become due. After the Effective Date, the Wind-Down Trustee shall pay any and all applicable Quarterly Fees in full in Cash when due and payable. The Wind-Down Trustee shall remain obligated to pay any applicable Quarterly Fees until the earliest of that particular Debtor's case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code. The U.S. Trustee shall not be treated as providing any release under the Plan. Quarterly Fees are Allowed. The U.S. Trustee shall not be required to file any proof of claim or any request for administrative expense for Quarterly Fees. The provisions of this paragraph shall control notwithstanding any other provision(s) in the Plan to the contrary.

D. DIP Claims

Notwithstanding anything to the contrary herein, in full and final satisfaction, settlement, release and discharge of and in exchange for release of all Allowed DIP Claims, on the Effective Date, each Allowed DIP Claim shall (i) if the Stalking Horse Purchaser is the Winning Bidder, be credit bid in its entirety in accordance with the Stalking Horse APA and Restructuring Transactions Memorandum, and each holder of an Allowed DIP Claim shall receive New Takeback Debt in accordance with the DIP Takeback Exchange and Restructuring Transactions Memorandum, or (ii) if the Stalking Horse Purchaser is not the Winning Bidder, be paid in full in Cash on the earlier of the maturity of the DIP Facility or the Effective Date and otherwise in accordance with the terms of the DIP Credit Agreement Documents. The DIP Claims shall be Allowed in the aggregate amount outstanding under the DIP Credit Agreement Documents as of the Effective Date. Upon

satisfaction of all DIP Claims in accordance with the DIP Credit Agreement, all Liens and security interests granted by the Debtors to secure the DIP Claims shall be of no further force or effect.

E. Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim and the Debtors against which such Allowed Priority Tax Claim is asserted agree to a less favorable treatment, in exchange for full and final satisfaction, settlement, release and discharge of each Allowed Priority Tax Claim, each Holder of an Allowed Priority Tax Claim shall receive, at the option of the Debtors (with the consent of the Winning Bidder), receive either: (i) the full unpaid amount of such Allowed Priority Tax Claim in Cash on the later of the Effective Date and the date on which such Priority Tax Claim becomes an Allowed Claim (or, if not then due, when such Allowed Priority Tax Claim is due); (ii) equal annual installment payments in Cash, of a total value equal to the Allowed amount of such Priority Tax Claim, over a period ending not later than five (5) years after the Petition Date, or (iii) otherwise treated in accordance with Section 1129(a)(9)(C) of the Bankruptcy Code.

F. Transaction Expenses

Without the filing of any retention applications, fee applications, or any other applications in the Chapter 11 Cases, and without any requirement for further notice or Bankruptcy Court review or approval, on the Effective Date, the Debtors shall pay in full in Cash any outstanding Transaction Expenses.

ARTICLE III.

CLASSIFICATION, TREATMENT, AND VOTING OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

The Plan constitutes a separate Plan for each Debtor. Except for the Claims addressed in Article II of the Plan, all Claims against and Interests in the Debtors are classified in the Classes set forth in this Article III for all purposes, including voting, Confirmation, and distributions pursuant to the Plan and in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Class(es) to the extent that any portion of the Claim or Interest qualifies within the description of such other Class(es). A Claim or an Interest is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

B. Summary of Classification

A summary of the classification of Claims against and Interests in each Debtor pursuant to the Plan is set forth in the following chart. This Plan constitutes a separate chapter 11 plan for each Debtor, and accordingly, the classification of Claims and Interests set forth below applies separately to each of the Debtors. Except for the Claims addressed in Article II (or as otherwise set forth herein), all Claims against and Interests in a particular Debtor are placed in Classes for

each of the Debtors. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims, Professional Fee Claims, DIP Claims, and Priority Tax Claims, as described in Article II. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class, and any such Class shall be treated as set forth in Article III.E hereof.²

Class	Claim or Interest	Status	Voting Rights
1.	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2.	Priority Non-Tax Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3.	Prepetition Pari 1L Claims	Impaired	Entitled to Vote
4.	General Unsecured Claims	Impaired	Entitled to Vote
5.	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
6.	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
7.	Intercompany Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
8.	Prepetition Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

C. Treatment of Classes of Claims and Interests

Subject to Article IV hereof, each Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive under the Plan the treatment described below in full and final satisfaction compromise, settlement, release, and discharge of, and in exchange for, such Holder's Allowed Claim or Allowed Interest, as applicable, except to the extent different treatment is agreed to by the Debtors and the Holder of such Allowed Claim or Allowed Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim or Allowed Interest, as applicable, shall receive such treatment on the later of the Effective Date and the date such Holder's Claim or Interest becomes an Allowed Claim or Allowed Interest.

1. Class 1 — Other Secured Claims

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

² The Debtors reserve the right to separately classify Claims or Interests to the extent necessary to comply with any requirements under the Bankruptcy Code or applicable law

- (b) *Treatment:* On the Effective Date, or as soon as practicable thereafter, each Holder of an Allowed Other Secured Claim shall receive, at the option of the applicable Debtor or the Wind-Down Trustee as applicable, and with the consent of the Winning Bidder:

- (i) payment in full in Cash,
- (ii) the collateral securing such Allowed Other Secured Claim, or
- (iii) such other treatment as to render such Allowed Other Secured Claim Unimpaired.

provided that if any such Allowed Other Secured Claim is Secured by an Acquired Asset, such choice of treatment will be with the consent of the Stalking Horse Purchaser if it is the Winning Bidder.

- (c) *Voting:* Class 1 is Unimpaired under the Plan. Holders of Other Secured Claims will be conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Other Secured Claims will not be entitled to vote to accept or reject the Plan.

2. Class 2 — Priority Non-Tax Claims

- (a) *Classification:* Class 2 consists of all Priority Non-Tax Claims.
- (b) *Treatment:* On the Effective Date, or as soon as practicable thereafter, each Holder of an Allowed Priority Non-Tax Claim shall receive, at the option of the applicable Debtor or the Wind-Down Trustee, as applicable:
 - (i) payment in full in Cash of the unpaid portion of its Priority Non-Tax Claim on the later of the Effective Date and such date such Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or
 - (ii) such other treatment as to render such Allowed Priority Non-Tax Claim Unimpaired.
- (c) *Voting:* Class 2 is Unimpaired under the Plan. Holders of Priority Non-Tax Claims will be conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Priority Non-Tax Claims will not be entitled to vote to accept or reject the Plan.

3. Class 3 — Prepetition Pari 1L Claims

- (a) *Classification:* Class 3 consists of all Prepetition Pari 1L Claims.
- (b) *Allowance:* the Prepetition Pari 1L Claims shall be Allowed in the principal amount equal to \$303,497,779.19 on account of the Prepetition First Lien Claims and \$27,842,435.52 on account of the Prepetition Sidecar Claims,

in each case in outstanding principal amount plus all accrued and unpaid interest, fees, and other charges and expenses arising and payable under the Prepetition First Lien Credit Agreement, as applicable, and Prepetition Sidecar Credit Agreement and all other loan documents in connection therewith, *provided* that the Prepetition Sidecar Claims are subject to the Exit Fee/MOIC ROR.

- (c) *Treatment:* On the Effective Date, each Holder of a Prepetition Pari 1L Claim shall receive:
 - (i) if the Stalking Horse Purchaser is the Winning Bidder, then in accordance with the Sale Transaction Documents, its Pro Rata share of (A) the amount of New Takeback Debt remaining after the DIP Takeback Exchange and (B) 100% of the New Interests (subject to dilution by the Management Incentive Plan); or
 - (ii) if the Stalking Horse Purchaser is not the Winning Bidder, payment in full in Cash (including prepetition and postpetition interest and all Exit Fees and Applicable Premiums arising under the Prepetition Sidecar Credit Agreement (as defined therein)) on the Effective Date from the Wind-Down Distributable Consideration.
- (d) *Voting:* Class 3 is Impaired under the Plan. Holders of Prepetition Pari 1L Claims are entitled to vote to accept or reject the Plan.

4. Class 4 — General Unsecured Claims

- (a) *Classification:* Class 4 consists of all General Unsecured Claims.
- (b) *Treatment:* On the Effective Date or as soon as practicable thereafter, each Holder of an Allowed General Unsecured Claim shall receive its aggregate Pro Rata share of:
 - (i) the Wind-Down Distributable Consideration remaining after distributions, if any, of such Wind-Down Distributable Consideration to the Holders of Prepetition Pari 1L Claims, and
 - (ii) the GUC Reserve.
- (c) *Voting:* Class 4 is Impaired under the Plan. Holders of General Unsecured Claims may vote to accept or reject the Plan.

5. Class 5 — Section 510(b) Claims

- (a) *Classification:* Class 5 consists of all Section 510(b) Claims.
- (b) *Treatment:* On the Effective Date, each such Section 510(b) Claim, if any, shall be cancelled, released, and extinguished, and will be of no further force

or effect, and the Holders of Section 510(b) Claims will not receive any distribution on account of such Section 510(b) Claims.

- (c) *Voting:* Class 5 is Impaired under the Plan. Holders (if any) of Section 510(b) Claims will be conclusively deemed to have rejected the Plan under section 1126(g) of the Bankruptcy Code. Therefore, such Holders (if any) will not be entitled to vote to accept or reject the Plan.

6. Class 6 — Intercompany Claims

- (a) *Classification:* Class 6 consists of all Intercompany Claims.
- (b) *Treatment:* On the Effective Date, except to the extent that an Intercompany Claim is assumed by or sold to the Winning Bidder in the Sale Transaction, each Intercompany Claim shall, with the consent of the Winning Bidder, either be cancelled, released, reinstated, contributed, distributed, transferred, set off, settled, or otherwise addressed. No distributions shall be made on account of Intercompany Claims.
- (c) *Voting:* Holders of Intercompany Claims are Impaired, and such Holders of Intercompany Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Claims are not entitled to vote to accept or reject the Plan.

7. Class 7 — Intercompany Interests

- (a) *Classification:* Class 7 consists of all Intercompany Interests.
- (b) *Treatment:* On the Effective Date, each Allowed Intercompany Interest shall, with the consent of the Winning Bidder, either be cancelled, released, extinguished, reinstated, transferred, set off, settled, or otherwise addressed pursuant to the Sale Transaction such that such Intercompany Interests are, to the extent reasonably practicable, treated in a tax-efficient manner. Each Holder of an Intercompany Interest shall not receive or retain any distribution, property, or other value on account of its Intercompany Interest.
- (c) *Voting:* Holders of Allowed Intercompany Interests are Impaired, and such Holders of Intercompany Claims are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Intercompany Interests are not entitled to vote to accept or reject the Plan.

8. Class 8 — Prepetition Equity Interests

- (a) *Classification:* Class 8 consists of all Prepetition Equity Interests.

- (b) *Treatment:* On the Effective Date, each Prepetition Equity Interests shall be cancelled, and the Holders thereof shall not receive or retain any property on account of such interests under the Plan.
- (c) *Voting:* Holders of Prepetition Equity Interests will be conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Holders of Prepetition Equity Interests will not be entitled to vote to accept or reject the Plan.

D. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the Plan, nothing in the Plan shall affect the Debtors' or the Wind-Down Trustee's rights in respect of any Claims that are Unimpaired, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any Unimpaired Claims. Unless otherwise Allowed, Unimpaired Claims shall remain Disputed Claims under the Plan.

E. Elimination of Vacant Classes

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest, as applicable, or a Claim or Interest, as applicable, temporarily Allowed by the Bankruptcy Court in an amount greater than zero as of the date of the Confirmation Hearing shall be considered vacant and deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

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

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

G. Subordinated Claims

Except as expressly provided herein, the allowance, classification, and treatment of all Claims and Interests and the respective distributions thereon and treatments thereof under the Plan take into account and conform to the relative priority and rights of such Claims and Interests in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

H. Intercompany Interests

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

Winning Bidder, and in exchange for the Debtors' agreement under the Plan to use certain funds and assets as set forth in the Plan to make certain distributions and satisfy certain obligations of certain other Debtors to the Holders of certain Allowed Claims.

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

Section 1129(a)(10) of the Bankruptcy Code will be satisfied for purposes of Confirmation by acceptance of the Plan by at least one Impaired Class of Claims. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims to render such Class of Claims Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

ARTICLE IV. MEANS FOR IMPLEMENTATION OF THE PLAN

A. Restructuring Transactions

On the Effective Date, the Debtors shall take all actions set forth in the Restructuring Transactions Memorandum, and enter into any transaction and take any reasonable actions as may be necessary or appropriate to effect the transactions described herein, including, as applicable: (i) 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 terms of the Plan and that satisfy the applicable requirements of applicable law and any other terms to which the applicable Entities may agree; (ii) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable Entities agree; (iii) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, amalgamation, arrangement, continuance, or dissolution pursuant to applicable state or provincial law; and (iv) all other actions that the Debtors, Exactech NewCo, and the Required Consenting Lenders determine to be necessary or appropriate in connection with the consummation of the Sale Transaction, including making filings or recordings that may be required by applicable law in connection with the Sale Transaction or the Plan.

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

B. Sources of Consideration for Plan Distributions

On and after the Effective Date, the Debtors or the Wind-Down Trustee, as applicable, will fund the distributions under the Plan with (i) the Sale Proceeds in accordance with the terms herein, (ii) the Wind Down Distributable Consideration, (iii) the Wind Down Trust Assets, (iv) the

Professional Fee Amount, and (v) the GUC Reserve. After the Effective Date, the Cash held by the Wind-Down Trust shall be held in the Wind-Down Trust Account. For the avoidance of doubt, under no circumstance will Exactech NewCo be required to make or be responsible for making any distributions under the Plan.

1. Sale Transaction

On the Effective Date, the Debtors shall consummate the Sale Transaction and, among other things, the Acquired Assets and Assumed Liabilities shall be transferred to and vest in Exactech NewCo free and clear of all Liens, Claims, charges, rights of setoff and recoupment, interests or other encumbrances (except as provided in the Sale Transaction Documents) pursuant to sections 363(f), 1123(b)(4), and 1141(c) of the Bankruptcy Code and in accordance with the terms of the Confirmation and Sale Order, the Plan, and the Sale Transaction Documents. In exchange, Exactech NewCo shall pay to the Debtors the Sale Proceeds in accordance with the Sale Transaction Documents and subject to the terms and conditions set forth therein.

2. The New Takeback Debt

On the Effective Date, if the Stalking Horse Purchaser is the Winning Bidder, Exactech NewCo (or such other entity issuing such debt pursuant to the Restructuring Transactions Memorandum) will issue the New Takeback Debt to the Holders of DIP Claims and Prepetition Pari IL Claims, in accordance with the Restructuring Transactions Memorandum. If the Stalking Horse Purchaser is the Winning Bidder, (a) the DIP Takeback Exchange shall occur and (b) each holder of an Allowed Prepetition Pari IL Claim shall receive their Pro Rata share of the New Takeback Debt remaining after the DIP Takeback Exchange occurs.

C. Closing of Sale Transaction and Use of Cash

On the Effective Date, the Debtors shall be authorized to consummate the Sale Transaction with the Winning Bidder pursuant to the terms of the applicable Sale Transaction Documents, subject to the Restructuring Transactions Memorandum, including, without limitation, (i) selling the Acquired Assets free and clear of Claims, Liens and other encumbrances except to the extent set forth in the Sale Transaction Documents (including with respect to the Assumed Liabilities) and (ii) assuming the Assigned Executory Contracts and Unexpired Leases and assigning them to the Exactech NewCo in accordance with the Sale Transaction Documents and the Assigned Executory Contracts and Unexpired Lease List. For the avoidance of doubt, none of the Selling Debtors' Cash or cash collateral shall be used to satisfy any Administrative Claims, excluding Professional Fee Claims, solely at Osteon Intermediate Holdings I, Inc. or Osteon Holdings, Inc., except as otherwise permitted in the DIP Credit Agreement Documents.

D. Wind-Down Trustee and the Wind-Down Trust

1. Appointment

On the Effective Date, the Wind-Down Trustee shall be appointed by the Debtors and the Required Consenting Lenders for the purpose of conducting the Wind-Down and shall succeed to such powers as would have been applicable to the Debtors' officers, directors, and shareholders, and the Debtors, upon the conclusion of the Wind-Down, shall be dissolved by the Wind-Down

Trustee. The Wind-Down Trustee shall act for the Debtors in the same fiduciary capacity as applicable to a board of directors or managers and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, articles of incorporation or by-laws, and related documents, as applicable, are deemed amended pursuant to the Plan to permit and authorize the same). From and after the Effective Date, the Wind-Down Trustee shall be the sole representative of and shall act for the post-Effective Date Debtors and their Estates, including as sole director or manager and sole officer.

Among other things, the Wind-Down Trustee shall be responsible for: (1) implementing the Wind-Down as expeditiously as reasonably possible and administering the liquidation of the post-Effective Date Debtors and their Estates and of any assets held by the Wind-Down Trust after consummation of the Sale Transaction, (2) resolving any Disputed Claims and undertaking a good faith effort to reconcile and settle Disputed Claims, (3) making distributions on account of Allowed Claims in accordance with the Plan, (4) filing appropriate tax returns, and (5) otherwise administering the Plan, in each case to the extent set forth in the Sale Transaction Documents and the Wind-Down Trust Agreement, as applicable.

All property of the Estates not distributed to the Holders of Allowed Claims on the Effective Date, or transferred pursuant to the Sale Transaction Documentation, excluding, for the avoidance of doubt, any amounts in Professional Fee Escrow Account, shall be transferred in accordance with the Restructuring Transactions Memorandum to the Wind-Down Trust and managed and distributed by the Wind-Down Trustee pursuant to the terms of the Wind-Down Trust Agreement and shall be held in the name of the Wind-Down Trust free and clear of all Claims and Interests except for rights to such distributions provided to Holders of Allowed Claims and Allowed Interests as provided in the Plan. The Wind-Down Trustee shall represent the Wind-Down Trust and shall have the right to retain the services of attorneys, accountants, and other professionals that the Wind-Down Trustee determines, in its sole discretion, are necessary to assist the Wind-Down Trustee in performing his or her duties. The Wind-Down Trustee shall pay the reasonable and documented fees and out-of-pocket expenses of such professionals upon the monthly submission of statements to the Wind-Down Trustee without further order of the Bankruptcy Court. Any and all reasonable and documented costs and expenses incurred by the Wind-Down Trustee in connection with the Wind-Down shall be paid from the Wind-Down Account subject to the terms and conditions of the Wind-Down Trust Agreement. The Wind-Down Trustee shall be compensated and reimbursed for reasonable and documented costs and out-of-pocket expenses as set forth in, and in accordance with, the Wind-Down Trust Agreement. Under no circumstances will Exactech NewCo be responsible for any related fees, costs or expenses.

2. Authority

On and after the Effective Date, the Wind-Down Trustee will be authorized to implement the Plan, and the Wind-Down Trustee shall have the power and authority to take any reasonable action necessary to implement the Wind-Down. On and after the Effective Date, the Wind-Down Trustee shall cause the Debtors to comply with, and abide by, the terms of the Plan, and take such other reasonable actions as the Wind-Down Trustee may determine to be necessary or desirable to carry out the purposes of the Plan. Except to the extent necessary to carry out the purposes of the Plan or complete the Wind-Down, from and after the Effective Date, the Debtors (1) for all

purposes, shall be deemed to have withdrawn their business operations from any state or province in which the Debtors were previously conducting, or are registered or licensed to conduct, their business operations, and shall not be required to file any document, pay any sum, or take any other action to effectuate such withdrawal, (2) shall be deemed to have cancelled pursuant to this Plan all Prepetition Equity Interests, and (3) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date. The filing of the final monthly operating or disbursement report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Wind-Down Trustee.

3. Transfer and Vesting of Assets

On the Effective Date, the Wind-Down Trust will be formed pursuant to the Wind-Down Trust Agreement and immediately after the consummation of the Sale Transaction will receive, in accordance with the Restructuring Transactions Memorandum, all of the remaining assets of the Debtors. The Wind-Down Trust will be established for the primary purpose of liquidating the Wind-Down Trust Assets and winding down the Estates, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to and consistent with the liquidating purpose of the Wind-Down Trust. The Debtors will have no reversionary or further interest in or with respect to the Wind-Down Trust Assets upon the transfer of the Wind-Down Trust Assets, as more fully set forth in the Wind-Down Trust Agreement. The Debtors have agreed to take the position that grantor trust treatment applies to the extent reasonably practicable, in which case, for all U.S. federal income tax purposes, the beneficiaries of the Wind-Down Trust would be treated as grantors and owners thereof, and it is intended, to the extent reasonably practicable, that the Wind-Down Trust be classified as a liquidating trust under section 301.7701-4 of the Treasury Regulations. Accordingly, subject to the immediately foregoing sentence, it is intended for U.S. federal income tax purposes that the beneficiaries of the Wind-Down Trust be treated as if they had received an interest in the Wind-Down Trust's assets and then contributed such interests (in accordance with the Restructuring Transactions Memorandum) to the Wind-Down Trust. As soon as possible after the transfer of the Wind-Down Trust Assets to the Wind-Down Trust, the Wind-Down Trustee, in consultation with any financial advisors it deems appropriate, shall make a good faith valuation of the Wind-Down Trust Assets. This valuation will be made available from time to time as may be relevant for tax reporting purposes. Each of the Debtors, the Wind-Down Trustee, and the Holders of Claims receiving distributions from the Wind-Down Trust shall take consistent positions with respect to the valuation of the Wind-Down Trust Assets, and such valuation shall be utilized for all U.S. federal income tax purposes. The Wind-Down Trust will, in an expeditious but orderly manner, liquidate and convert to Cash the Wind-Down Trust Assets, make timely distributions to the beneficiaries of the Wind-Down Trust pursuant to the Plan and the Confirmation and Sale Order, and not unduly prolong its duration.

On the Effective Date, any Estate Cash and non-Cash assets remaining after the Sale Transaction is consummated shall vest in the Wind-Down Trust for the purpose of facilitating the above tasks. Such assets shall be held free and clear of all Liens, Claims, and Interests, except as otherwise provided in the Plan. The Debtors, the Wind-Down Trustee, and the Wind-Down Trust shall be deemed to be fully bound to the terms of the Plan, the Confirmation and Sale Order, and the Wind-Down Trust Agreement.

On the Effective Date, the Wind-Down Trust shall be funded with the Wind-Down Amount pursuant to the Wind-Down Trust Agreement for the purpose of (a) satisfying all fees, expenses, and disbursements that the Wind-Down Trustee may incur in connection with the Wind-Down, (b) paying fees and expenses that any attorney, accountant, or other professional that the Wind-Down Trustee has retained to facilitate its duties, and (c) compensating the Wind-Down Trustee, each in accordance with this Article IV.D.2 and the Wind-Down Trust Agreement.

4. Termination of Wind-Down Trust and Wind-Down Trustee; Dissolution of Debtors

Upon a certification to be Filed with the Bankruptcy Court by the Wind-Down Trustee of all distributions having been made and completion of all its duties under the Plan and entry of a final decree closing the last of the Chapter 11 Cases, the Wind-Down Trust shall be deemed to be dissolved without any further action by the Wind-Down Trustee, including the filing of any documents with the secretary of state for the state in which the Debtors are formed or any other jurisdiction. Notwithstanding the foregoing, the Wind-Down Trustee shall retain the authority to take all necessary actions to dissolve the Debtors and their wholly-owned subsidiaries in, and withdraw the Debtors and their wholly-owned subsidiaries from, applicable states and provinces to the extent required by applicable law, without the necessity for any other or further actions to be taken by or on behalf of such dissolving Entity or its shareholder or any payments to be made in connection therewith, other than the filing of a certificate of dissolution with the appropriate governmental authorities, pursuant to Section 303 of the Delaware General Corporation Law codified at title 8 of the Delaware Code or other applicable state or international law.

5. Tax Returns

After the Effective Date, the Wind-Down Trustee shall complete and file all final or otherwise required federal, state, provincial, and local tax returns for each of the Debtors and the Wind-Down Trust, in each case, in accordance with the Restructuring Support Agreement and Stalking Horse APA if the Stalking Horse Purchaser is the Winning Bidder.

E. Debtors' Boards or Governance Bodies

From and after the Effective Date, all directors, managers, and other members of existing boards or governance bodies of the Debtors, as applicable, shall cease to hold office or have any authority and be deemed to have resigned.

F. Management Incentive Plan

In the event the Stalking Horse Purchaser is the Winning Bidder, then no later than 120 days after the Effective Date, the New Board shall adopt the Management Incentive Plan and allocate a portion of the MIP Pool (as determined by the New Board) for awards to management, with the form, size, participation, vesting, and other terms and conditions of such awards to be determined by the New Board in its discretion and in consultation with the Exactech NewCo chief executive officer.

G. Corporate Action

Upon the Effective Date, by virtue of entry of the Confirmation and Sale Order, all actions contemplated by this Plan (including any action to be undertaken by Exactech NewCo or the Wind-Down Trustee) and the Restructuring Transactions Memorandum shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, the Debtors, or any other Entity or Person including (a) the distribution of the New Interests, (b) the issuance of the New Takeback Debt, and (c) all other actions that the Debtors, Exactech NewCo, and the Required Consenting Lenders determine to be necessary or appropriate in connection with the consummation of the Plan and the Restructuring Transactions, and including making filings or recordings that may be required by applicable law in connection with the Plan.

All matters provided for in this Plan involving the corporate structure of the Debtors or Exactech NewCo, and any corporate action required by the Debtors in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Debtors or the Debtors' Estates.

The authorizations and approvals contemplated herein shall be effective notwithstanding any requirements under non-bankruptcy law.

H. Cancellation of Instruments and Other Documents

On the Effective Date, except as otherwise specifically provided in the Plan or any agreement, instrument, or other document entered into in connection with or pursuant to the Plan or the Restructuring Transactions: (1) the obligations under the Prepetition First Lien Credit Agreement, the Prepetition Sidecar Credit Agreement, all notes, bonds, indentures, Securities, shares, purchase rights, equity-based awards, options, warrants, collateral agreements, subordination agreements, intercreditor agreements, or other instruments or documents directly or indirectly evidencing, creating, or relating to any indebtedness or obligations of, or ownership interest in, the Debtors giving rise to any rights or obligations relating to Claims against or Interests in the Debtors (except with respect to any Claim or Interest that is Reinstated pursuant to the Plan); and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indentures, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of or ownership interest in the Debtors shall be deemed cancelled and surrendered, except as set forth herein, without any need for a Holder to take further action with respect thereto, and the obligations of the Debtors or the Wind-Down Trust, as applicable, thereunder or in any way related thereto shall be deemed satisfied in full, released, and discharged; *provided* that notwithstanding such cancellation, satisfaction, release, and discharge, anything to the contrary contained in the Plan or Confirmation and Sale Order, Confirmation, or the occurrence of the Effective Date, any document or instrument that governs the rights, claims, or remedies of the Holders of Claims shall continue in effect solely for purposes of: (1) allowing such Holders to receive distributions from the Wind-Down Trust as specified under the Plan; and (2) allowing and preserving the rights of the Prepetition First Lien Agent and Prepetition Sidecar Agent, as applicable, to make distributions as specified under the Plan on account of the applicable Allowed Claims.

Except as provided in this Plan, on the Effective Date, the DIP Agent and its successors, and assigns shall be automatically and fully released of all of its duties and obligations associated with the DIP Credit Agreement Documents. On the Effective Date, the commitments and obligations, if any, of the DIP Lenders to extend any further or future credit or financial accommodations to any of the Debtors, any of their respective subsidiaries, or any of their respective successors or assigns (including the Wind-Down Trust) shall fully terminate and be of no further force or effect. To the extent that any provision of the DIP Credit Agreement Documents are of a type that survives repayment of the applicable indebtedness, such provisions shall remain in effect notwithstanding satisfaction of the DIP Claims.

I. Effectuating Documents; Further Transactions

On and after the Effective Date, the Debtors and the Wind-Down Trustee, as applicable, is authorized to and may issue, execute, deliver, file, or record such contracts, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the Restructuring Transactions, the Sale Transaction, and the instruments issued pursuant to the Plan in the name of and on behalf of the Wind-Down Trust, without the need for any approvals, authorizations, or consents except for those expressly required under the Plan.

J. Exemption from Certain Taxes and Fees

To the maximum extent provided by section 1146(a) of the Bankruptcy Code, any transfer pursuant to, in contemplation of, or in connection with this Plan (including the Sale Transaction and the Wind-Down), including pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in connection with the transactions contemplated hereby; (2) the creation, modification, consolidation, termination, refinancing, release or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (3) the making, assignment, or recording of any lease or sublease; (4) the grant of collateral security for any or all of any indebtedness; or (5) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan and the transactions contemplated hereby, including 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 this Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or fee, or other similar tax, fee or governmental assessment, and the appropriate state or local government officials, recording officers or agents (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code and shall forego 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, fee or governmental assessment.

K. Preservation of Rights of Action

In accordance with section 1123(b) of the Bankruptcy Code, but subject in all respects to this Plan and the Sale Transaction Documents, the Wind-Down Trustee shall retain and may

enforce all of the Debtors' rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically enumerated in the Schedule of Retained Causes of Action and notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan, other than Avoidance Actions and the Causes of Action (a) acquired by Exactech NewCo or its subsidiaries in accordance with the Sale Transaction Documents, (b) released by the Debtors pursuant to the releases and exculpations contained in the Plan or otherwise, including in Article VIII.B or (c) waived, which in the case of clause (b), shall be deemed released and waived by the Debtors and the Wind-Down Trust as of the Effective Date.

The Wind-Down Trustee may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Wind-Down Trust. The Wind-Down Trustee shall retain and may exclusively enforce any and all such Causes of Action. The Wind-Down Trustee 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 to or action, order, or approval of the Bankruptcy Court.

No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Wind-Down Trustee will not pursue any and all available Causes of Action against it. Unless any such Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or assigned or otherwise transferred to the Exactech NewCo in accordance with the Sale Transaction Documents, or settled under the Plan or a Final Order, the Wind-Down Trustee expressly reserves all such Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

ARTICLE V.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption, Assignment and Rejection of Executory Contracts and Unexpired Leases

Except as otherwise provided herein, the Bidding Procedures Order, or the Sale Transaction Documents, as of the Effective Date, the Debtors shall be deemed to have rejected all Executory Contracts and Unexpired Leases that (1) have not been previously rejected, or assumed and assigned, including in connection with the Sale Transaction, and are not the subject of a pending motion or notice to reject or assume and assign as of the Effective Date, (2) are not identified on the Assigned Executory Contract and Unexpired Lease List, and (3) have not expired under their own terms prior to the Effective Date.

Entry of the Confirmation and Sale Order shall constitute an order of the Bankruptcy Court approving the (i) assumptions and assignments of the Assigned Executory Contracts or Unexpired Leases under the Sale Transaction Documents and (ii) the rejections of the Executory Contracts and Unexpired Lease under the Plan, as applicable, pursuant to sections 365(a) and 1123 of the

Bankruptcy Code. Except as otherwise specifically set forth herein, in the Bidding Procedures Order, in the Sale Transaction Documents, or the Confirmation and Sale Order, assumptions and assignments and rejections of Executory Contracts and Unexpired Leases are subject to and effective as of the Effective Date. Any Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Bankruptcy Court order but not assigned to a third party before the Effective Date shall re-vest in applicable contracting Debtor and be fully enforceable by the Wind-Down Trustee (acting on behalf of the applicable contracting Debtor) in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Bankruptcy Court authorizing and providing for its assumption. Any Filed motions to assume, assume and assign, or reject any Executory Contracts or Unexpired Leases (or Filed objection with respect to the proposed assumption and assignment of such contract) that is pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date by a Final Order but may be withdrawn, settled, or otherwise prosecuted by the Wind-Down Trustee, with any such disposition to be deemed to effect an assumption, assumption and assignment, or rejection, as applicable, as of the Effective Date.

If certain, but not all, of a contract counterparty's Executory Contracts and Unexpired Leases are assumed or assumed and assigned pursuant to the Plan, the Confirmation and Sale Order will be a determination that such counterparty's Executory Contracts and Unexpired Leases that are being rejected pursuant to the Plan are severable agreements that are not integrated with those Executory Contracts and Unexpired Leases that are being assumed or assumed and assigned pursuant to the Plan. Parties seeking to contest this finding with respect to their Executory Contracts and/or Unexpired Leases must File a timely objection by the Confirmation Objection Deadline on the grounds that their agreements are integrated and not severable.

To the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed and assigned pursuant to the Plan and the Confirmation and Sale Order restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, or purports to cause a modification to the Executory Contract or Unexpired Lease as a result of, the assumption and assignment of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by the Plan shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or modifications with respect thereto.

B. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors or the Wind-Down Trustee, as applicable, under such Executory Contract or Unexpired Lease. Without limiting the general nature of the foregoing, and notwithstanding any non-bankruptcy law to the contrary, the Debtors and Wind-Down Trustee expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased by the Debtors contracting from non-Debtor counterparties to any rejected Executory Contract or Unexpired Lease.

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

Unless otherwise provided by a Final Order of the Bankruptcy Court, including the Bidding Procedures Order, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to the Plan or the Confirmation and Sale Order, if any, must be Filed with the Bankruptcy Court on or before the latest of (i) the date set forth in an order authorizing such rejection (including the Confirmation and Sale Order), (ii) February 7, 2025 at 4:00 p.m. prevailing Eastern Time, and (iii) 30 days from the date the order authorizing the rejection of such contract or lease (which may be the Confirmation and Sale Order) was entered. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and not be enforceable against the Debtors, the Estates, the Wind-Down Trust, the Wind-Down Trustee, Exactech NewCo, or the property of any of the foregoing Entities without the need for any objection by the Wind-Down Trustee or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied and released, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. Claims arising from the rejection of the Executory Contracts and Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III.C and may be objected to in accordance with the provisions of Article VII of the Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

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

Unless the parties to such Executory Contracts or Unexpired Leases may otherwise agree, any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment in Cash, on the Effective Date, of the Cure Claims by the Debtors or Exactech NewCo (solely with respect to any contracts assumed and assigned in accordance with the Sale Transaction Documents), as applicable. In the event of a dispute regarding (1) the amount of any Cure Claims, (2) the ability of the Debtors or Exactech NewCo, as applicable, or the applicable assignee, if any, to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption and assignment, any such dispute shall be resolved as set forth in the Bidding Procedures Order with any related cure payments required by section 365(b)(1) of the Bankruptcy Code to be made following the entry of a Final Order resolving the dispute and approving the assumption or as otherwise resolved in accordance with the Bidding Procedures Order.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Plan, the Sale Transaction Documents, or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption; *provided, however*, that notwithstanding anything in the Plan, the Sale Transaction Documents, the Plan Supplement, or otherwise to the contrary, any non-Debtor party to any such Executory Contract or Unexpired Lease shall be entitled to receive, and nothing herein shall release

or result in the satisfaction of such party's right to receive, payment in full of all Cure Claims and all amounts that have accrued or otherwise arisen between the Petition Date and the Effective Date (but are not in default as of the Effective Date) with respect to any Executory Contract or Unexpired Lease; *provided, further*, that all amounts that have accrued or otherwise arisen as of the Effective Date (but are not in default as of the Effective Date) with respect to any Executory Contract or Unexpired Lease that is assumed and assigned to Exactech NewCo shall be satisfied by Exactech NewCo in accordance with the terms of such Executory Contract or Unexpired Lease.

Except as otherwise agreed by any of the Debtors and any non-Debtor counterparty to any Executory Contract or Unexpired Lease following the assumption of any such Executory Contract or Unexpired Lease, any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed may, following an objection to the allowance of such Claim, be disallowed and expunged.

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

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

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

F. Insurance Policies

[Notwithstanding anything to the contrary in this Plan, the Plan Supplement, the Disclosure Statement, the Confirmation and Sale Order, any bar date notice or claim objection, or any other order of the Bankruptcy Court (including any other provision that purports to be preemptory or supervening, grants an injunction, discharge, or release, or requires a party to opt out of any releases): (1) on the Effective Date, the Debtors shall assume and assign to Exactech NewCo, solely to the extent set forth in the Sale Transaction Documents, and explicitly provided in the Assigned Executory Contracts and Unexpired Lease List, all of the Debtors' insurance policies issued at any time and any agreements, documents, and instruments relating thereto in their entirety, including all of the Debtors' obligations thereunder regardless of when such obligations arise, pursuant to sections 105 and 365 of the Bankruptcy Code and subject to the terms of the applicable insurance policies, any agreement, documents, or instruments relating thereto, or applicable non-bankruptcy law (which may require the express written consent of the applicable insurer); *provided* that any of the Debtors' insurance policies issued at any time and any agreements, documents, and instruments relating thereto that are not assumed and assigned to the Exactech NewCo in accordance with the first part of this sentence shall be assumed by the Debtors in their entirety, including all of the Debtors' obligations thereunder regardless of when such

obligations arise, pursuant to sections 105 and 365 of the Bankruptcy Code, and further, thereafter, the Wind-Down Trustee may, subject to the terms of such insurance policies and applicable non-bankruptcy law, resolve any Claims covered by such insurance policies, resolve any Causes of Action retained in connection with such insurance policies, and collect any and all outstanding deposits, restricted cash, and letters of credit related thereto; (2) nothing alters, modifies, or otherwise amends the terms and conditions of (or the coverage provided by or obligations of the Debtors or the Wind-Down Trustee, as applicable, under) such insurance policies or the duty, if any, that the insurers have to pay claims covered by such insurance policies and their right to seek payment or reimbursement from the Debtors or the Wind-Down Trustee (or the Exactech NewCo, solely to the extent assumed and assigned to Exactech NewCo under the Sale Transaction Documents and in accordance with this Article V.F) or draw on any collateral or security therefor; (3) nothing shall alter, modify, amend, affect, impair, or prejudice the legal, equitable, or contractual rights, obligations, and defenses of the insurers, the Debtors, or any other individual or entity, as applicable, under any of such insurance policies and related agreements, including, but not limited to, any agreement to arbitrate disputes; and (4) the insurers and third party administrators shall not need to nor be required to file or serve a cure objection or a request, application, claim, Proof of Claim, or motion for payment and shall not be subject to any claims bar date or similar deadline governing cure amounts or Claims.]

G. Directors and Officers Insurance Policies

From and after the Effective Date, the D&O Policies shall remain in place on terms for coverage and amounts no less favorable than the Debtors' current directors' and officers' insurance policies. The D&O Policies shall be a retained asset of the Debtors' Estates and shall be maintained for the benefit of the beneficiaries thereunder.

The Debtors and the Wind-Down Trust shall not terminate or otherwise reduce the coverage under any D&O Policies (including, without limitation, any "tail policy" and all agreements, documents, or instruments related thereto) in effect on or prior to the Effective Date, and any current and former directors, officers, managers, and employees of the Debtors and their Affiliates who served in such capacity at any time before or after the Effective Date shall be entitled to the full benefits of any such policy or policies for the full term of such policy or policies regardless of whether such directors, officers, managers, and employees remain in such positions after the Effective Date.

H. Indemnification Obligations

In the event the Stalking Horse Purchaser is the Winning Bidder, following the Closing (as defined in the Stalking Horse APA) and until the sixth anniversary thereof, all indemnification obligations set forth in the organizational documents of the Debtors consistent with applicable law and in place as of the Effective Date for the current and former directors and officers of the Debtors (solely in their capacity as such) (such obligations subject to the terms and conditions herein, the "Indemnification Obligations") shall be honored, or caused to be honored, by the Winning Bidder, reinstated, and otherwise remain intact, irrevocable, and shall survive the effectiveness of the Restructuring Transactions on terms no less favorable to such current and former directors and officers of the Debtors than the indemnification provisions in place prior to the Restructuring Transactions; *provided* that the Winning Bidder shall not be required to indemnify or advance any

expenses in connection with any claim made against any such director or officer under any of the following circumstances: (i) arising out of or relating to any Excluded Litigation, including any Excluded Product Liability Claims (each as defined in the Stalking Horse APA) in an amount that exceeds \$500,000 in the aggregate³, (ii) for which payment is available under or has actually been made to or on behalf of such director or officer under any insurance policy issued to or for the benefit of the Debtors or other indemnity from the Acquired Entities, except with respect to any excess beyond the amount paid under any insurance policy issued to or for the benefit of the Debtors or other indemnity from the Acquired Entities (provided, however, that except as set forth herein, no Indemnified Person shall be required to pursue any other insurance or indemnity prior to seeking indemnity from the Acquired Entities), or (iii) to the extent any claim or suit is finally adjudicated to have arisen out of or resulted from such director or officer's fraud, gross negligence, or willful misconduct.

Notwithstanding anything to the contrary herein, with respect to any Indemnification Obligations to be assumed or honored for the current and former directors and officers of the Osteon Intermediate Holdings I, Inc. and Osteon Holdings, Inc., such obligations will be honored solely to the extent such obligations arise on account of actions taken by the applicable directors and officers solely in their capacity as officers and directors of such Debtors and solely to the extent relating to such Debtors' ownership and operation of Exactech Inc. (and its subsidiaries).

I. Reservation of Rights

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assigned Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the Debtors or any other Entity, as applicable, that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that either any Debtor or any other Entity, as applicable, has any liability thereunder. In the event of a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or Wind-Down Trustee shall have 30 days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease as otherwise provided in the Plan.

J. Nonoccurrence of Effective Date

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

ARTICLE VI. PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed

Except as (1) otherwise provided herein, (2) directed by a Final Order, or (3) as otherwise agreed to by the Debtors or the Wind-Down Trustee, as the case may be, and the Holder of the applicable Claim, on the Effective Date (or if a Claim is not an Allowed Claim on the Effective

³ For the avoidance of doubt, this amount shall be inclusive of, and not in addition to, the amount set forth in Section 6.10(a)(b)(i) of the Stalking Horse APA.

Date, on the next Distribution Date after such Claim becomes an Allowed Claim), each Holder of an Allowed Claim shall receive the full amount of distributions that the Plan provides for Allowed Claims in the applicable Class from the Distribution Agent. In the event that any payment or distribution under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or distribution may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. Except as specifically provided in the Plan, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

B. Rights and Powers of Distribution Agent

1. Powers of the Distribution Agent

The Distribution Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under the Plan; (b) make all distributions contemplated under the Plan; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Distribution Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Distribution Agent to be necessary and proper to implement the provisions of the Plan.

2. Expenses Incurred on or after the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the amount of any reasonable fees and expenses incurred by the Distribution Agent on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement claims (including reasonable attorney and/or other professional fees and expenses) made by the Distribution Agent shall be paid in Cash by the Wind-Down Trustee from the Wind-Down Trust Account.

C. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Distributions Generally

Except as otherwise provided herein, the Distribution Agent shall make all distributions required under the Plan. The Distribution Agent shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. Additionally, in the event that the Distribution Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Wind-Down Trust and paid from the Wind-Down Trust Account.

Except as otherwise provided herein, and notwithstanding any authority to the contrary, distributions to Holders of Allowed Claims, including Claims that become Allowed Claims after the Effective Date, shall be made to Holders by the Distribution Agent: (a) to the address of each such Holder as set forth in the Debtors' books and records (or if the Debtors have been notified in writing, on or before the date that is ten Business Days before the Effective Date, of a change of address, to the changed address) or in the Claims Registers as of the Distribution Record Date or (b) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided that* the address for each Holder of an Allowed Claim or Allowed Interest shall be deemed to be the

address set forth in, as applicable, any Proof of Claim or Proof of Interest Filed by such Holder, or, if no Proof of Claim or Proof of Interest has been Filed, the address set forth in the Schedules. If a Holder holds more than one Claim in any one Class, all Claims of the Holder may be aggregated into one Claim and one distribution may be made with respect to the aggregated Claim. Notwithstanding anything to the contrary in the Plan, including this Article VI.C.1 of the Plan, the Debtors, the Wind-Down Trustee, and any Distribution Agent, as applicable, shall not incur any liability whatsoever on account of any distributions under the Plan.

2. Distributions on Account of Obligations of Multiple Debtors

Holders of Allowed Claims may assert such Claims against each Debtor obligated with respect to such Claims, and such Claims shall be entitled to share in the recovery provided for the applicable Class of Claims against each obligated Debtor based upon the full Allowed amount of such Claims. Notwithstanding the foregoing, in no case shall the aggregate value of all property received or retained under the Plan on account of any Allowed Claim exceed 100 percent of the underlying Allowed claim plus applicable interest, if any permitted to be paid under the Plan.

For all purposes associated with distributions under the Plan, all guarantees by any Debtor of the obligations of any other Debtor, as well as any joint and several liability of any Debtor with respect to any other Debtor, shall be deemed eliminated so that any obligation that could otherwise be asserted against more than one Debtor shall result in a single distribution under the Plan. Any such Claims shall be released and discharged pursuant to Article VIII of the Plan and shall be subject to all potential objections, defenses, and counterclaims, and to estimation pursuant to section 502(c) of the Bankruptcy Code.

3. Record Date of Distributions

On the Distribution Record Date, the Claims Register shall be closed and any party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. Notwithstanding the foregoing, with respect to Holders of Prepetition Pari 1L Claims, distributions shall be made to such Holders that are listed on the register or related document maintained by the Prepetition First Lien Agent and the Prepetition Sidecar Agent, as applicable, as of the Distribution Record Date.

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

Notwithstanding any provision otherwise in the Plan and except as otherwise agreed to by the Wind-Down Trustee, on the one hand, and the Holder of a Disputed Claim, on the other hand, or as set forth in a Final Order, no partial payments and no partial distributions shall be made with respect to a Disputed Claim until all of the Disputed Claim has become an Allowed Claim or has otherwise been resolved by settlement or Final Order; *provided* that if the Wind-Down Trustee does not dispute a portion of an amount asserted pursuant to an otherwise Disputed Claim, the Distribution Agent may make a partial distribution on account of that portion of such Claim that is not Disputed at the time and in the manner that the Distribution Agent makes distributions to similarly situated Holders of Allowed Claims pursuant to the Plan. Any dividends or other distributions arising from property distributed to Holders of Allowed Claims, as applicable, in a

Class and paid to such Holders under the Plan shall also be paid, in the applicable amounts, to any Holder of a Disputed Claim in such Class that becomes an Allowed Claim after the date or dates that such dividends or other distributions were earlier paid to Holders of Allowed Claims in such Class.

5. De Minimis Distributions; Minimum Distributions

The Distribution Agent shall not make any distributions to a Holder of an Allowed Claim on account of such Allowed Claim where such distribution is valued, in the reasonable discretion of the Distribution Agent, at less than \$100.00, and each Claim to which this limitation applies shall be discharged pursuant to Article VIII of the Plan and its Holder shall be forever barred pursuant to Article VIII of the Plan from asserting that Claim against in the Wind-Down Trustee or their property.

6. Undeliverable Distributions and Unclaimed Property

In the event that either (a) a distribution to any Holder is returned as undeliverable, (b) the Holder of an Allowed Claim does not respond in writing to a request by the Debtors or the Distribution Agent for information necessary to facilitate a particular distribution within sixty (60) days or otherwise complete the actions necessary to facilitate a distribution as identified to the Holder within ninety (90) days of the Distribution Agent's request, no distribution to such Holder shall be made unless and until the Distribution Agent has determined the then-current address of such Holder or received the necessary information to facilitate a particular distribution, at which time such distribution shall be made to such Holder without interest, dividends, or other accruals of any kind; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code on the date that is six months after (a) the date of the distribution, if a distribution is made, or (b) the date that a request for information or action is sent by the Distribution Agent. After such date, all unclaimed property or interests in property shall revert to the Wind-Down Trust automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable local, state, federal, or foreign escheat, abandoned, or unclaimed property laws to the contrary), and the Claim or Interest of any Holder to such property or interest in property shall be discharged and forever barred.

7. Manner of Payment Pursuant to the Plan

At the option of the Distribution Agent, any Cash payment to be made hereunder may be made by check, wire transfer, Automated Clearing House, or credit card, or as otherwise provided in applicable agreements.

D. Compliance Matters

In connection with the Plan, to the extent applicable, the Wind-Down Trustee and any Distribution Agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Wind-Down Trustee and/or Distribution Agent, as applicable, shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to

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

E. Foreign Currency Exchange Rate

Except as otherwise provided in a Final Order, as of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in The Wall Street Journal, National Edition, as of the Petition Date.

F. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

To the extent a Holder of an Allowed Claim receives a payment on account of such Claim from a party that is not a Debtor or the Wind-Down Trust, the Wind-Down Trustee or the Distribution Agent, as applicable, shall reduce the Allowed amount of such Claim for purposes of distribution by the amount of such payment. To the extent a Holder of an Allowed Claim receives a distribution on account of such Claim both under the Plan and from a third party, such that the total recovery on account of such Claim by such Holder exceeds the Allowed amount of such Claim, such Holder shall, within ten (10) Business Days of receipt thereof, repay, return, or deliver any such excess amount to the Wind-Down Trust. The failure of such Holder to timely repay, return, or deliver such excess distribution shall result in the Holder owing the Wind-Down Trust annualized interest at the Federal Judgment Rate on such excess amount owed for each Business Day after the ten (10)-Business Day grace period specified above until the amount is repaid.

2. Claims Payable by Third Parties

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, such Claim may be expunged to the extent of any agreed upon satisfaction on the Claims Register by the Claims, Noticing, and Solicitation Agent without an objection to such Claim having to be Filed and without any further action, order, or approval of the Bankruptcy Court; *provided, however*, that a notice of satisfaction shall be Filed and served reflecting that a particular Claim has been satisfied.

3. Applicability of Insurance Policies

Except as otherwise provided herein, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Nothing contained in the Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any other Entity may hold against any other Entity, including insurers, under any policies of insurance or applicable indemnity, nor shall anything

contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

G. Setoffs and Recoupment

Except as otherwise expressly provided for herein, the Wind-Down Trustee may, pursuant to the Bankruptcy Code (including sections 553 and 558 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of an Allowed Claim, set off against or recoup from an Allowed Claim and any distributions to be made pursuant to the Plan on account of such Allowed Claim, any Claim of any nature whatsoever that the applicable Debtor or Wind-Down Trust, as applicable, may have against such Holder, to the extent such Claim has not been otherwise compromised, settled, or released on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided* that neither the failure to effect such a setoff or recoupment nor the allowance of any Claim shall constitute a waiver or release by the Debtors or the Wind-Down Trust of any such Claim the applicable Debtor or Wind-Down Trust may possess against such Holder. To the extent the Wind-Down Trustee effects a set off or recoupment in accordance with this provision, the Wind-Down Trustee shall be required to file notice of such setoff or recoupment on the docket of the Chapter 11 Cases.

H. Allocation between Principal and Accrued Interest

Except as otherwise provided herein, the aggregate consideration paid to Holders on account of their Allowed Claims pursuant to the Plan shall be treated as allocated first to the principal amount of such Allowed Claims (to the extent thereof and as determined for federal income tax purposes) and second, to the extent the consideration exceeds the principal amount of the Allowed Claims, to the remaining portion of such Allowed Claim, if any.

ARTICLE VII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS AND INTERESTS

A. Resolution of Disputed Claims

1. Allowance of Claims

After the Effective Date, the Wind-Down Trustee shall have and shall retain any and all available rights and defenses the applicable Debtor had with respect to any Claim immediately before the Effective Date, including, without limitation, the right to assert any objection to Claims based on the limitations imposed by section 502 of the Bankruptcy Code. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation and Sale Order), no Claim against any Debtor shall become an Allowed Claim unless and until such Claim or Interest is deemed Allowed under the Plan or the Bankruptcy Code, or the Bankruptcy Court has entered a Final Order, including the Confirmation and Sale Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim.

2. Claims Administration Responsibilities

Except as otherwise specifically provided in the Plan, and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, on and after the Effective Date, the Wind-Down Trustee (or any authorized agent or assignee thereof) shall have the sole authority: (a) to File, withdraw, or litigate to judgment, objections to Disputed Claims against any of the Debtors; (b) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (c) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

3. Estimation of Claims

Before or after the Effective Date, the Debtors or the Wind-Down Trustee, as applicable, may (but are not required to), at any time, request that the Bankruptcy Court estimate any Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether any party previously has objected to such Disputed Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under sections 157 and 1334 of the Judicial Code to estimate any Disputed Claim, including during the litigation of any objection to any Disputed Claim or during the pendency of any appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Disputed Claim that has been expunged from the Claims Register as a result of a successful objection to the Claim, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars for purposes of voting and Plan confirmation, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any Disputed Claim, that estimated amount shall constitute a maximum limitation on such Disputed Claim for all purposes under the Plan (including for purposes of distributions and discharge) and may be used as evidence in any supplemental proceedings, and the Debtors or the Wind-Down Trustee may elect to pursue any supplemental proceedings to object to any ultimate Allowance of such Disputed Claim; *provided* that the foregoing shall not apply to Disputed Claims requested by the Debtors to be estimated for voting purposes only. Disputed Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Disputed Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before 14 days after the date on which such Disputed Claim is estimated.

Each of the foregoing objection, estimation, and resolution procedures with respect to Disputed Claims are cumulative and not exclusive of one another. Disputed Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

B. Time to File Objections to Disputed Claims.

Any objections to Disputed Claims shall be Filed on or before the Claims Objection Deadline. For the avoidance of doubt, the Bankruptcy Court may extend the time period to object to Disputed Claims.

C. Adjustment to Claims without Objection

Any Claim that has been paid, satisfied, amended, superseded, cancelled, or expunged (including pursuant to the Plan) may be adjusted or expunged on the Claims Register at the direction of the Wind-Down Trustee without the Wind-Down Trustee having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim and without any further notice to or action, order, or approval of the Bankruptcy Court. Additionally, any Claim that is duplicative of another Claim against the same Debtor may be expunged on the Claims Register at the direction of the Wind-Down Trustee without the Wind-Down Trustee having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim and without any further notice to or action, order, or approval of the Bankruptcy Court.

D. No Interest

Unless otherwise specifically provided for herein or by Final Order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on Claims against the Debtors, and no Holder of a Claim against the Debtors shall be entitled to interest accruing on or after the Petition Date on such Claim. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Disputed Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Claim if and when such Disputed Claim becomes an Allowed Claim.

E. Disallowance of Claims

All Claims of any Entity from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer that is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, may be deemed disallowed, upon filing an appropriate objection, pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Final Order with respect thereto has been entered by the Bankruptcy Court and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors or the Wind-Down Trust, as applicable. All Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied as to the Debtors and expunged from the Claims Register as of the Effective Date to the extent the corresponding indemnification obligation is assumed and assigned to Exactech NewCo (or honored or reaffirmed, as the case may be) pursuant to the Plan and the Sale Transaction Documents, without any further notice to or action, order, or approval of the Bankruptcy Court, other than filing a notice identifying the Claims so assumed with the Bankruptcy Court.

F. Amendments to Proofs of Claim

On or after the applicable Claims Bar Date or the Administrative Claims Bar Date, as applicable, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Wind-Down Trustee. Absent such authorization, any new or amended Proof of Claim shall be deemed disallowed in full and expunged without any further notice to or action, order, or approval of the Bankruptcy Court to the maximum extent provided by applicable law, including the requirement to file an objection to the allowance of a Claim as set forth in section 502(a) of the Bankruptcy Code.

G. Distributions after Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Distribution Agent shall provide to the Holder of such Allowed Claim the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of such Allowed Claim, without any interest, dividends, or accruals to be paid on account of such Allowed Claim unless required under applicable bankruptcy law or as otherwise provided in Article III.B.

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

A. Discharge of Claims and Termination of Interests

To the maximum extent provided by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to or in connection with 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 (solely with respect to the Cure Claims, subject to the payment of such Cure Claims), of all (i) Claims against any Debtor, including, without limitation, (a) Intercompany Claims resolved or compromised after the Effective Date by the Wind-Down Trustee, (b) contingent or unliquidated Claims (including Claims on account of representations or warranties), (c) liabilities, including withdrawal liability and liability relating to services performed by current or former employees of the Debtors prior to the Effective Date that arise from a termination of employment, (d) all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, and (e) interest accrued on any Claim from and after the Petition Date, if any; (ii) Causes of Action, and (iii) Interests in a Debtor; in each case, that arose before the Effective Date, whether known or unknown, and whether or not: (1) a Proof of Claim or Proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtors or their Affiliates with respect to any of the foregoing that existed immediately prior to or on account of filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) on the Effective Date. The Confirmation and Sale

Order shall be a judicial determination of the discharge of all Claims and Interests subject to the occurrence of the Effective Date (solely with respect to the Cure Claims, subject to the payment of such Cure Claims). For the avoidance of doubt, nothing in this Article VIII.A shall affect the rights of Holders of Allowed Claims to seek to enforce the Plan, including the distributions to which such Holders are entitled on account of their Allowed Claims under the Plan.

B. Releases by the Debtors⁴

Pursuant to section 1123(b) and any other applicable provision of the Bankruptcy Code, in exchange for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, on and after the Effective Date, each Released Party is deemed released and discharged by each and all of the Debtors, their Estates, and the Wind-Down Trust, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims and Causes of Action, including any derivative Claims asserted or assertable on behalf of any of the Debtors, that the Debtors, their Estates, or the Wind-Down Trust, as applicable, would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' capital structure, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among the Debtors and/or their Affiliates, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Prepetition First Lien Credit Agreement Documents, the Prepetition Sidecar Credit Agreement, the Restructuring Transactions, the Sale Transactions, entry into the Stalking Horse APA, the New Takeback Debt, the New Revolving Facility (as defined in the Restructuring Support Agreement), the DIP Facility (as defined in the Restructuring Support Agreement), the Bridge Loan (as defined in the DIP Orders), the Chapter 11 Cases and related adversary proceedings, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Restructuring Support Agreement, the Disclosure Statement, the DIP Credit Agreement Documents, the Plan, the Definitive Documents, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the DIP Credit Agreement Documents, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of the Sale Transaction, Consummation, the administration and implementation of 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 Released Party on the Plan or the Confirmation and Sale Order in lieu

⁴ The Special Committee's investigation to certain potential Claims and Causes of Action held by the Debtors' Estates is ongoing. The Debtor Release, including without limitation the scope of the Released Parties, is subject in all respects to the conclusion of the investigation and determination with respect to any potential Claims or Causes of Action, if any, identified therein, and the Debtors expressly reserve the right to determine prior to Confirmation of the Plan not to release and to bring any such Claims or Causes of Action.

of such legal opinion, the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided* that (a) such releases will not apply to any Person or Entity with respect to any Claims, demands, liabilities, disputes, remedies, Causes of Action, indebtedness, or obligations arising from fraud, willful misconduct, or gross negligence by any such Person or Entity, (b) the Debtors do not provide any releases of any Claims or Causes of Action (if any) that the Debtors may be able to assert against the Sponsor or its Related Parties for any liability (if any) in any Qui Tam Claims, and (c) notwithstanding anything to the contrary herein, to the extent that the Special Committee determines to recommend that any Debtor should not grant releases in favor of the Sponsor or its Related Parties with respect to any claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness, or obligations, including those that are proposed to be released herein by the Debtors, any such releases given by Debtors will be null and void. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations of any Entity arising after the Effective Date under the Plan, the Confirmation and Sale Order, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or Sale Transaction.

Entry of the Confirmation and Sale Order shall constitute the Bankruptcy Court's approval, pursuant section 1123(b) and Bankruptcy Rule 9019, of the releases described in this Article VIII.B, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that each release described in this Article VIII.B is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of the released Claims and Causes of Action; (3) in the best interests of the Debtors, their Estates, and all stakeholders; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) a sound exercise of the Debtors' business judgment; and (7) a bar to any of the Debtors, their Estates, or the Wind-Down Trust asserting any released Claims or Causes of Action against any of the Released Parties or their property.

C. Releases by Holders of Claims and Interests

Subject to the Exit Fee/MOIC ROR, as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Releasing Parties is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor and each other Released Party from any and all Claims and Causes of Action, including any derivative Claims asserted or assertable on behalf of any of the Debtors, their Estates, and the Wind-Down Trust, as applicable, that such Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor, the Wind-Down Trust, or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' capital structure, the assertion or enforcement of rights and remedies against the Debtors, the

Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among the Debtors, and/or their Affiliates, the purchase, sale, or rescission of the purchase or sale of any Security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Prepetition First Lien Credit Agreement Documents, the Prepetition Sidecar Credit Agreement, the Restructuring Transactions, the Sale Transactions, entry into the Staling Horse APA, the New Takeback Debt, the New Revolving Facility (as defined in the Restructuring Support Agreement), the DIP Facility (as defined in the Restructuring Support Agreement), the Bridge Loans (as defined in the DIP Orders), the Chapter 11 Cases and related adversary proceedings, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Restructuring Support Agreement, the Disclosure Statement, the DIP Credit Agreement, the Plan, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the DIP Credit Agreement Documents, the Definitive Documents, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of the Sale Transaction, the Consummation, the administration and implementation of the Plan, including providing any legal opinion requested by any Person or Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation and Sale Order in lieu of such legal opinion, the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided* that (a) such releases will not apply to any Person or Entity with respect to any Claims, demands, liabilities, disputes, remedies, Causes of Action, indebtedness, or obligations arising from fraud, willful misconduct, or gross negligence by any such Person or Entity, (b) the Consenting Lenders do not provide any releases of any Claims or Causes of Action (if any) that the Consenting Lenders may be able to assert against the Sponsor or its Related Parties (other than the Debtors) for any liability (if any) in any Qui Tam Claims, and (c) notwithstanding anything to the contrary herein, to the extent that the Special Committee determines to recommend that any Debtor should not grant releases in favor of the Sponsor or its Related Parties (other than the Debtors) with respect to any Claims, demands, liabilities, responsibilities, disputes, remedies, Causes of Action, indebtedness, or obligations, including those that are proposed to be released herein by the Consenting Lenders, any such releases given by the Consenting Lenders will be null and void and the Consenting Lenders will have no obligation to offer or consent to such releases of the Sponsor or any of its Related Parties (other than the Debtors). Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations of any Entity arising after the Effective Date under the Plan, the Confirmation and Sale Order, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Entry of the Confirmation and Sale Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in this Article VIII.C which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that each release

described in this Article VIII.C is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of the released Claims and Causes of Action; (3) in the best interests of the Debtors, their Estates, and all stakeholders; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; (6) a sound exercise of the Debtors' business judgment; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action against any of the Released Parties or their property.

D. Exculpation

Notwithstanding anything herein to the contrary, to the fullest extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party (in each case in its capacity as such) is released and exculpated from, any liability to any holder of a Claim or Cause of Action against or Interest in a Debtor for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases from the Petition Date to the Effective Date, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Restructuring Support Agreement, the Disclosure Statement, the DIP Credit Agreement Documents, the Plan, the Sale Transactions, entry into the Stalking Horse APA, the New Takeback Debt, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the DIP Credit Agreement Documents, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of the Sale Transaction, Consummation, the administration and implementation of the Plan, including providing any legal opinion requested by any Person or 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 the Confirmation and Sale Order in lieu of such legal opinion, the issuance or distribution of securities pursuant to the Plan or the distribution of property under the Plan or any other agreement (whether or not such issuance or distribution occurs following the Effective Date), negotiations regarding or concerning any of the foregoing, or the administration of the Plan or property to be distributed hereunder, except for Claims and Causes of Action related to any act or omission that is determined by Final Order to have constituted fraud, willful misconduct, or gross negligence, but in all respects such Persons and Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan 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 of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. For the avoidance of doubt, no Exculpated Party shall be exculpated with respect to any Claim or Cause of Action related to or arising from the Excluded Litigation, including any Excluded Product Liability Claims (each as defined in the Stalking Horse APA) or the Qui Tam Claims.

E. Injunction

Except as otherwise expressly provided in the Plan or the Confirmation and Sale Order, all Persons and Entities who have held, hold, or may hold Claims, Interests or Causes of Action that have been released, discharged, or are subject to exculpation under the Plan are permanently enjoined and precluded, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Wind-Down Trust, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests or Causes of Action; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (3) creating, perfecting, or enforcing any Lien, Claim, or encumbrance of any kind against such Entities or their respective assets and property or the estates of such Entities on account of or in connection with or with respect to any such Claims, Interests or Causes of Action; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action, unless such Holder has Filed a motion requesting the right to perform such setoff, subrogation, or recoupment of any kind on or before the Effective Date, and notwithstanding any indication in any Proof of Claim or Proof of Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff, subrogation, and recoupment pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action released, settled, or compromised pursuant to the Plan.

Upon entry of the Confirmation and Sale Order, all Holders of Claims and Interests and their respective current and former directors, managers, officers, principals, predecessors, successors, employees, agents, and direct and indirect Affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VIII.E of the Plan.

F. Release of Liens

Except as otherwise expressly provided in the Plan, the Plan Supplement, or any contract, instrument, release, or other agreement or document created pursuant to the Plan or the Confirmation and Sale Order, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, compromised, and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Debtors shall automatically revert to the applicable Debtor, Exactech Newco or, Wind-Down Trust, as applicable, and their successors and assigns, in each case, without

any further approval or order of the Bankruptcy Court and without any action or Filing being required to be made by any Person or Entity. To the extent that any Holder of a Secured Claim that has been satisfied in full or discharged pursuant to the Plan, or any agent for such Holder, including the Agents, has filed or recorded publicly any Liens and/or security interests to secure such Holder's Secured Claim, then as soon as practicable on or after the Effective Date, such Holder (or the agent for such Holder) shall take any and all steps reasonably requested by the Debtors, the Wind-Down Trustee, Exactech NewCo or any administrative agent, collateral agent or indenture trustee under any exit financing facility that are necessary or desirable to record or effectuate the cancelation and/or extinguishment of such Liens and/or security interests, including the filing of Uniform Commercial Code termination statements, termination of deposit account control agreements, and any other applicable filings or recordings, and the Wind-Down Trustee or Exactech NewCo shall be entitled to file Uniform Commercial Code termination statements or to make any other such filings or recordings on such Holder's behalf. The filing of a copy of the Confirmation and Sale Order with any local, state, federal, or foreign agency or department shall not be required to effect the termination of such Liens or security interests, but, if presented for filing or recording, shall constitute good and sufficient evidence of such termination.

G. Protection against Discriminatory Treatment

To the maximum extent provided by section 525 of the Bankruptcy Code, and consistent with paragraph 2 of Article VI of the United States Constitution, no Entity, including no Governmental Unit, shall discriminate against the Debtors, the Wind-Down Trustee or Exactech NewCo or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Debtors, the Wind-Down Trustee, or Exactech NewCo or any Person or Entity with which the Debtors have been or is associated, solely because any Debtor was a debtor under chapter 11 of the Bankruptcy Code, may have been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before such Debtor was granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

H. Setoff, Subrogation and Recoupment

In no event shall any Holder of a Claim or Interest be entitled to set off, subrogate or recoup any Claim against any Claim or Cause of Action of the Debtors or the Wind-Down Trust, as applicable, unless such Holder has Filed a motion requesting the right to perform such setoff, subrogation, or recoupment on or before the Effective Date, and notwithstanding any indication in any Proof of Claim or Proof of Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff, subrogation, or recoupment.

I. Document Retention

On and after the Effective Date, the Wind-Down Trustee may maintain documents in accordance with the Debtors' standard document retention policy, as may be altered, amended, modified, or supplemented by the Wind-Down Trustee.

J. Reimbursement or Contribution

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent; or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

K. Term of Injunctions or Stays

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

**ARTICLE IX.
CONDITIONS PRECEDENT TO THE EFFECTIVE DATE**

A. Conditions Precedent to the Effective Date.

It shall be a condition to the Effective Date that the following conditions shall have been satisfied or waived pursuant to Article IX.B of the Plan:

1. The Restructuring Support Agreement shall not have been terminated and shall remain in full force and effect.
2. The Bankruptcy Court shall have entered the Disclosure Statement Order, and such order shall be a Final Order and in full force and effect.
3. The Bankruptcy Court shall have entered the Confirmation and Sale Order, and such order shall not have been stayed, modified, or vacated on appeal.
4. The Sale Transaction Documents shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent (other than any conditions related to the occurrence of the Effective Date) to the consummation of the Sale Transaction shall have been waived or satisfied in accordance with the terms thereof, any documents governing the New Takeback Debt and the New Revolving Facility (as defined in the Restructuring Support Agreement), if applicable, shall be in form and substance reasonably acceptable to the Required Consenting Lenders, and the closing of the Sale Transaction shall be deemed to occur concurrently with the occurrence of the Effective Date.

5. The Plan Supplement, including any amendments, modifications, or supplements to the documents, schedules, or exhibits included therein shall have been Filed with the Bankruptcy Court pursuant to the terms of the Plan.
6. The Debtors shall have obtained all authorizations, consents, regulatory approvals, rulings or documents that are necessary to implement and effectuate this Plan and the Definitive Documents and no order, injunction or judgment shall have been issued by any governmental authority or arbitrator to restrain, prohibit, enjoin or declare illegal the transactions contemplated by this Plan, and no law shall have been promulgated or enacted and be in effect that on a temporary or permanent basis restrains, enjoins, or invalidates the transactions contemplated by this Plan.
7. The Professional Fee Escrow Account shall have been established and funded with the Professional Fee Amount.
8. All actions, documents, certificates, and agreements necessary to implement this Plan shall have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units as provided for in the Plan.
9. This Plan and the Definitive Documents, including any amendments, modifications, or supplements thereto, shall be materially consistent with the Restructuring Support Agreement and otherwise be in form and substance reasonably acceptable to the Debtors and the Required Consenting Lenders and any conditions precedent set forth therein shall have been satisfied or waived in accordance with the terms therein.
10. No court of competent jurisdiction or other competent governmental or regulatory authority shall have issued a final and non-appealable order making illegal or otherwise restricting, preventing, or prohibiting the consummation of the Restructuring Transactions, the Plan, or any other transaction contemplated thereby.
11. All Transaction Expenses and any other fees, expenses, and other amounts required to be paid pursuant to the Plan or pursuant to an order of the Bankruptcy Court shall have been paid in full in Cash.

B. Waiver of Conditions Precedent

By mutual written consent of the Debtors and the Required Consenting Lenders, the conditions to the Effective Date set forth in Article IX.A of the Plan may be waived at any time without any notice to any other parties in interest and without any further notice to or action, order, or approval of the Bankruptcy Court, and without any formal action other than proceeding to confirm and consummate the Plan. The failure of the Debtors and the Required Consenting Lenders to exercise any of the foregoing rights will not be deemed a waiver of any other rights, and each right will be deemed an ongoing right that may be asserted at any time.

C. Effect of Non-Occurrence of Conditions to Consummation

If the Effective Date does not occur, the Plan will be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims, Interests, or Causes of Action held by any Debtor or any other Entity; (2) prejudice in any manner the rights of any Debtor or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking of any sort by any Debtor or any other Entity in any respect.

ARTICLE X.**MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN****A. Modification of Plan**

Subject to the limitations and terms contained in the Plan, the Debtors reserve the right to, in accordance with the Bankruptcy Code: (1) amend or modify the Plan before the entry of the Confirmation and Sale Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code, in accordance with the Bankruptcy Code and the Bankruptcy Rules, (2) after the entry of the Confirmation and Sale Order, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, remedy any defect or omission, or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan consistent with the terms set forth herein, and (3) remedy any defect or omission or reconcile any inconsistency in the Plan in such a manner as may be necessary to carry out the purpose and intent of the Plan upon order of the Bankruptcy Court.

B. Effect of Confirmation on Modifications

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

C. Withdrawal of Plan

The Debtors reserve the right to revoke or withdraw the Plan with respect to any or all Debtors before the Confirmation Date and to File subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan, or if Confirmation or the Effective Date does not occur, then: (1) the Plan will be null and void in all respects; (2) any settlement or compromise not previously approved by Final Order of the Bankruptcy Court embodied in the Plan (including the fixing or limiting to an amount certain of any Claims or Classes of Claims), assumption or rejection of Executory Contracts or Unexpired Leases effectuated by the Plan, and any document or agreement executed pursuant to the Plan will be null and void in all respects; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims, Interests, or Causes of Action by any Entity, (b) prejudice in any manner the rights of any Debtor or any other Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity.

**ARTICLE XI.
RETENTION OF JURISDICTION**

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

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim against any Debtor, including the resolution of any request for payment of any Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims;
2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code;
3. resolve any matters related to Executory Contracts or Unexpired Leases, including: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease and to hear, determine, and, if necessary, liquidate, any Cure Claims or other Claims arising therefrom, including pursuant to section 365 of the Bankruptcy Code; (b) any matters relating to future performance under any Executory Contract or Unexpired Lease that is assumed and assigned to the Winning Bidder; and (c) any dispute regarding whether a contract or lease is or was executory, expired, or terminated;
4. ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of the Plan and adjudicate any and all disputes arising from or relating to distributions under the Plan;
5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor or the Estates that may be pending on the Effective Date;
6. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of (a) contracts, instruments, releases, indentures, and other agreements or documents approved by Final Order in the Chapter 11 Cases and (b) the Plan, the Confirmation and Sale Order, and contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan; *provided* that the Bankruptcy Court shall not retain jurisdiction over disputes concerning documents contained in the Plan Supplement that have a jurisdictional, forum selection, or dispute resolution clause that refers disputes to a different court;
7. grant any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

8. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;
9. hear, determine, and resolve any cases, matters, controversies, suits, disputes, or Causes of Action in connection with or in any way related to the Chapter 11 Cases, including: (a) with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or an Interest for amounts not timely repaid pursuant to Article VI of the Plan; (b) with respect to the releases, injunctions, and other provisions contained in Article VIII of the Plan, including entry of such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions; (c) that may arise in connection with the Consummation, interpretation, implementation, or enforcement of the Plan and the Confirmation and Sale Order; or (d) related to section 1141 of the Bankruptcy Code;
10. enter and implement such orders as are necessary or appropriate if the Confirmation and Sale Order is for any reason modified, stayed, reversed, revoked, or vacated;
11. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation and Sale Order;
12. enforce all orders, judgment, injunctions, releases, exculpations, indemnifications, and ruling entered in connection with the Chapter 11 Cases with respect to any Entity, and resolve any cases, controversies, suits, or disputes that may arise in connection with any Entity's rights arising from or obligations incurred in connection with the Plan;
13. hear and determine matters concerning local, state, federal, and foreign taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
14. enter an order or Final Decree concluding or closing the Chapter 11 Cases; and
15. hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or the Judicial Code.

Nothing herein limits the jurisdiction of the Bankruptcy Court to interpret and enforce the Plan or the Disclosure Statement, without regard to whether the controversy with respect to which such interpretation or enforcement relates may be pending in any state or other federal court of competent jurisdiction.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article XI, the provisions of this Article XI shall have no effect on and shall not control, limit, or prohibit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

Unless otherwise specifically provided herein or in a prior order of the Bankruptcy Court, the Bankruptcy Court shall have exclusive jurisdiction to hear and determine disputes concerning Claims against or Interests in the Debtors that arose prior to the Effective Date.

ARTICLE XII. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

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

B. Additional Documents

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Wind-Down Trustee, and all Holders of Claims receiving distributions pursuant to the Plan, and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation and Sale Order.

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

On the Effective Date, any statutory committee appointed in the Chapter 11 Cases, including the Committee, shall (other than for purposes of filing final fee applications and obtaining Bankruptcy Court approval of same) dissolve, and members thereof shall be released from all rights and duties from or related to the Chapter 11 Cases. The Debtors, the Wind-Down Trust and the Wind-Down Trustee shall not be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date.

D. Reservation of Rights

Except as expressly set forth herein, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation and Sale Order, and the Confirmation and Sale Order shall have no force or effect if the Effective Date does not occur. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by any Debtor with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be

deemed to be an admission or waiver of any rights of any Debtor with respect to any Claims or Interests, unless and until the Effective Date has occurred.

E. Successors and Assigns

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

F. Service of Documents

After the Effective Date, any pleading, notice, or other document required by the Plan to be served on or delivered to the Wind-Down Trustee shall be served on:

Wind-Down Trustee

Exactech, Inc.
2320 NW 66th Court
Gainesville, Florida 32653
Attention: Donna Edwards
Email: Donna.Edwards@exac.com

with copies for information only (which shall not constitute notice) to:

Counsel to the Debtors

Ropes & Gray LLP
191 N Wacker Drive
Chicago, IL 60606
Attention: Ryan Preston Dahl
Benjamin M. Rhode
Lucas Smith
Email: Ryan.Dahl@ropesgray.com
Benjamin.Rhode@roepsgray.com
Luke.Smith@roepsgray.com

- and -

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Attention: Lindsay Barca
Email: Lindsay.Barca@ropesgray.com

G. Entire Agreement; Controlling Document

Except as otherwise indicated, on the Effective Date, the Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations with respect to the subject matter of the Plan, all of which will have become merged

and integrated into the Plan, except for the Sale Transaction Documents. In the event of any inconsistency between the Plan and the Confirmation and Sale Order, the Confirmation and Sale Order shall control. This Plan, including any drafts thereof (and any discussions, correspondence, or negotiations regarding any of the foregoing) shall in no event be construed as, or be deemed to be, evidence of an admission or concession on the part of any party in interest of any claim or fault or liability or damages whatsoever. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, all negotiations, discussions, agreements, settlements, and compromises reflected in or related to Plan are part of a proposed settlement of matters that could otherwise be the subject of litigation among various parties in interest, and such negotiations, discussions, agreements, settlements, and compromises shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of the Plan.

H. Plan Supplement

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be made available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the website of the Claims, Noticing, and Solicitation Agent at <https://restructuring.ra.kroll.com/exactech/> or the Bankruptcy Court's website at <https://www.deb.uscourts.gov/>. Unless otherwise ordered by the Bankruptcy Court, to the extent any exhibit or document in the Plan Supplement is inconsistent with the terms of any part of the Plan that does not constitute the Plan Supplement, such part of the Plan that does not constitute the Plan Supplement shall control.

I. Non-Severability of Plan Provisions upon Confirmation

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors (in consultation with the Required Consenting Lenders), shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation and Sale Order shall constitute a judicial determination and shall provide that each term and provision of the Plan as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to their terms; (2) integral to the Plan and may not be deleted or modified without the consent of the parties thereto; and (3) non-severable and mutually dependent.

J. Section 1125(e) Good Faith Compliance

Upon entry of the Confirmation and Sale Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors, the Wind-Down Trustee, the Consenting Lenders, and each of their respective Affiliates, and each of their and their Affiliates' agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and

attorneys, in each case solely in their respective capacities as such, will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties nor individuals or the Wind-Down Trust will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan or any previous plan.

K. Closing of Chapter 11 Cases

The Wind-Down Trustee shall, promptly after the full administration of the Chapter 11 Cases, File all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases; *provided* that the Wind-Down Trustee can move to close less than all of the Chapter 11 Cases at any time following the Effective Date.

L. Waiver or Estoppel

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

M. Substantial Consummation

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

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Dated: December 31, 2024

Exactech, Inc.

on behalf of itself and all other Debtors

/s/ Jesse York

Jesse York

Chief Restructuring Officer