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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

STG LOGISTICS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 26-10258 (MEH)

(Jointly Administered)

**NOTICE OF FILING OF SECOND AMENDED JOINT PLAN OF
REORGANIZATION OF STG LOGISTICS, INC. AND ITS DEBTOR
AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE that on March 13, 2026, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Joint Plan of Reorganization of STG Logistics, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 402] (the “Initial Plan”).

PLEASE TAKE NOTICE that on April 14, 2026, the Debtors filed the *First Amended Joint Plan of Reorganization of STG Logistics, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 617] (the “First Amended Plan”).

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file the *Second Amended Joint Plan of Reorganization of STG Logistics, Inc. and Its Debtor Affiliates Pursuant to Chapter 11 of the Bankruptcy Code*, attached hereto as **Exhibit A** (the “Second Amended Plan”).

¹ The last four digits of Debtor STG Logistics, Inc.’s tax identification number are 8624. A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/STGLogistics>. The location of the Debtors’ service address in these chapter 11 cases is: 5165 Emerald Parkway, Dublin, Ohio 43017.

PLEASE TAKE FURTHER NOTICE that a comparison between the First Amended Plan and the Second Amended Plan is attached hereto as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE that copies of the Second Amended Plan and all other documents filed in these chapter 11 cases may be obtained free of charge by visiting the website of Epiq Corporate Restructuring, LLC at <https://dm.epiq11.com/STGLogistics>. You may also obtain copies of any pleadings filed in these chapter 11 cases by visiting the Court's website at <https://www.njb.uscourts.gov> in accordance with the procedures and fees set forth therein.

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Dated: May 16, 2026

/s/ Michael D. Sirota

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Exhibit A

Second Amended Plan

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:

STG LOGISTICS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 26-10258 (MEH)

(Jointly Administered)

SECOND AMENDED JOINT PLAN OF REORGANIZATION OF STG LOGISTICS, INC.
AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

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Dated: May 16, 2026

¹ The last four digits of Debtor STG Logistics, Inc.'s tax identification number are 8624. A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/STGLogistics>. The location of the Debtors' service address in these chapter 11 cases is: 5165 Emerald Parkway, Dublin, Ohio 43017.

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INTRODUCTION

STG Logistics, Inc. and the above-captioned debtors and debtors in possession propose this Plan for the resolution of the outstanding Claims, Equity Interests, and Intercompany Interests pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in Article I.A of this Plan. Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims, Equity Interests, and Intercompany Interests pursuant to the Bankruptcy Code. Holders of Claims, Equity Interests, and Intercompany Interests may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, and projections of future operations as well as a summary and description of this Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

THE ISSUANCE OF ANY SECURITIES REFERRED TO IN THIS PLAN SHALL NOT CONSTITUTE AN INVITATION OR OFFER TO SELL, OR THE SOLICITATION OF ANY INVITATION OR OFFER TO BUY, ANY SECURITIES IN CONTRAVENTION OF APPLICABLE LAW IN ANY JURISDICTION. NO ACTION HAS BEEN TAKEN, NOR WILL BE TAKEN IN ANY JURISDICTION THAT WOULD PERMIT A PUBLIC OFFERING OF ANY SECURITIES REFERRED TO IN THIS PLAN (OTHER THAN SECURITIES ISSUED PURSUANT TO SECTION 1145 OF THE BANKRUPTCY CODE IN A DEEMED PUBLIC OFFERING) IN ANY JURISDICTION WHERE SUCH ACTION FOR THAT PURPOSE IS REQUIRED.

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

A. Defined Terms.

As used in the Plan, capitalized terms have the meanings set forth below.

1. “*10 Roll-Up DIP Claim*” means any Claim against any Debtor on account of the Roll-Up FLFO Loans (as defined in the DIP Documents).
2. “*20 Roll-Up DIP Claim*” means any Claim against any Debtor on account of the Roll-Up FLSO Loans (as defined in the DIP Documents).
3. “*2024 Equity Transactions*” means the May 2024 transactions by which, among other things, the Consenting Sponsors contributed \$30,000,000 in additional equity to the Debtors.
4. “*2024 Refinancing Transactions*” means the October and December 2024 transactions by which, among other things, Holders of FLFO Term Loan Claims extended \$136,500,000 in new money financing to the Debtors and the Consenting Sponsors contributed \$50,000,000 of equity capital to the Debtors, including all related debt exchange steps, intercompany asset transfers, and debt incurrences.
5. “*Ad Hoc Group*” means that certain ad hoc group of Consenting Lenders represented by the Ad Hoc Group Advisors.
6. “*Ad Hoc Group Advisors*” means (a) Gibson, Dunn & Crutcher LLP, as counsel to the Ad Hoc Group, (b) Porzio, Bromberg & Newman, P.C., as counsel to the Ad Hoc Group, (c) Evercore Group L.L.C., as financial advisor to the Ad Hoc Group, (d) Alvarez & Marsal North America, LLC, as financial advisor to the Ad Hoc Group, and (e) any other professionals or advisors retained by the Ad Hoc Group in connection with the Restructuring Transactions.

7. “*Administrative Claim*” means a Claim for the costs and expenses of administration of the Estates under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims in the Chapter 11 Cases; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930; and (d) all Adequate Protection Obligations (as defined in the DIP Orders).

8. “*Administrative Claims Bar Date*” means the deadline for Filing requests for payment of Administrative Claims, which shall be (a) 30 days after the Effective Date for Administrative Claims other than Professional Fee Claims and (b) 60 days after the Effective Date for Professional Fee Claims.

9. “*Adversary Proceeding*” means the adversary proceeding filed by Axos Financial, Inc. and Siemens Financial Services, Inc. under Adv. Pro. No. 26-01032 (MEH) as may be amended.

10. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code. With respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if the Entity were a Debtor.

11. “*Agents*” means, collectively, any administrative agent, collateral agent, or similar Entity under the Reception Purchaser Credit Agreement or the STG Distribution Credit Agreement, and the DIP Agent, and including, in each case, any assigns or successors thereto.

12. “*Allowed*” means, with respect to any Claim, except as otherwise provided herein: (a) a Claim that is evidenced by a Proof of Claim timely Filed by the applicable bar date (or for which Claim a Proof of Claim is not required under the Plan, the Bankruptcy Code, or a Final Order of the Bankruptcy Court); (b) a Claim that is listed in the Debtors’ Schedules, as may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as not contingent, not unliquidated, and not Disputed and for which no Proof of Claim asserting a different amount or classification has been timely Filed; or (c) a Claim Allowed pursuant to the Plan, any stipulation approved by the Bankruptcy Court, any contract, instrument, indenture, or other agreement entered into or assumed in connection with the Plan, or a Final Order of the Bankruptcy Court; *provided* that, with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that no objection to the allowance thereof has been interposed on or before the Claims Objection Deadline, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court or, if such an objection is so interposed, such Claim shall have been Allowed by a Final Order of the Bankruptcy Court; *provided, further*, that unless expressly waived by the Plan or otherwise permitted by the Plan, the Allowed amount of a Claim shall be subject to and shall not exceed the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable. “Allow” and “Allowing” shall have correlative meanings.

13. “*Ascalon RRG*” means Ascalon Risk Retention Group, a risk retention group established in accordance with Alabama Law, in its capacity as the Debtors’ automotive liability insurer.

14. “*Assumed Executory Contracts and Unexpired Leases List*” means the list to be included in the Plan Supplement, as determined by the Debtors, of Executory Contracts and Unexpired Leases that will be assumed by the Debtors, pursuant to the Plan, which list may be amended from time to time.

15. “*Assumed Plans*” means, collectively, the Debtors’ wages, compensation, benefits programs, and employment agreements in favor of those of the Debtors’ existing employees according to existing terms and practices as of the date of this Plan, including executive compensation programs and executive employment agreements that are to be assumed in accordance with the Restructuring Support Agreement.

16. “*Auto Liability Claims*” means all Allowed Claims held by an Entity (other than an insurance carrier) against the Debtors related to automotive liability and that have recourse to the Debtors’ self-insurance program administered by Ascalon RRG.

17. “*Auto Liability Settlement*” means, solely if the Restructuring Transactions are consummated, any settlement agreement or similar document between the Debtors and any non-Debtor parties liquidating the amount of

an Allowed Auto Liability Claim to receive *pro rata* treatment in accordance with the terms hereof, which shall be subject to the consent of the Required Consenting FLFO Term Lenders. For the avoidance of doubt, no Auto Liability Settlement shall be effective in the event the Bankruptcy Court does not confirm this Plan.

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

19. “*Backstop Commitment*” means, with respect to each Backstop Party, the amount of the DIP Facility to be backstopped (or caused to be backstopped by an Affiliate or Affiliates) by such Backstop Party pursuant to the terms of the DIP Documents and the Restructuring Support Agreement.

20. “*Backstop Parties*” means Consenting Lender that has committed to providing a Backstop Commitment pursuant to the DIP Documents.

21. “*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as now in effect and hereafter amended.

22. “*Bankruptcy Court*” means the United States Bankruptcy Court for the District of New Jersey.

23. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

24. “*Business Day*” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)). When a period of days under the Plan ends on a day that is not a Business Day, then such period shall be extended to the following Business Day.

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

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

27. “*Cause of Action*” means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in Law or in equity, or pursuant to any other theory of Law (including under any state or federal securities laws). Causes of Action include: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by Law or in equity, (b) the right to object to Claims, Intercompany Interests, and Equity Interests, (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, (d) any claim or defense including fraud, mistake, duress, usury, and any other defenses set forth in section 558 of the Bankruptcy Code, and (e) any state Law fraudulent transfer claim.

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

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

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

31. “*Claims Objection Deadline*” means the date that is the later of: (a) one-hundred eighty (180) days after the Effective Date; (b) such other period of limitation as may be specifically fixed by the Debtors or Post-Effective Date Debtors, as applicable; and (c) such other period of limitation as may be specifically fixed by the Bankruptcy Court, for objecting to such Claims.

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

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

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

35. “*Collective Bargaining Agreement*” means that certain Agreement, by and between Veeco Holdings, LLC and Veeco Independent Employees Association, dated as of January 1, 2022, as may be amended, supplemented, modified, or restated from time to time.

36. “*Committed RCF Treatment*” means, with respect to each Holder of an FLFO RCF Claim that has elected to provide its Exit RCF Commitment, (i) the deemed issuance under the Exit RCF Facility of any outstanding and undrawn letters of credit issued by such Holder under the STG Distribution RCF, (ii) the issuance to such Holder of revolving loans under the Exit RCF Facility in an amount equal to the outstanding revolving loans and letter of credit obligations (other than with respect to any outstanding and undrawn letters of credit) owed to such Holder, (iii) the distribution to such Holder of its share of any Cash received by any Debtor from the beneficiary of any letter of credit after a draw thereunder in excess of the obligations of the Debtors to such beneficiary (which for the avoidance of doubt shall replenish capacity under the Exit RCF Facility) and (iv) to the extent the letters of credit and revolving loans described in clause (i) would otherwise result in such Holder having aggregate exposure under the Exit RCF Facility on the Effective Date in excess of such Holder’s Exit RCF Commitment, such Holder shall be entitled to repayment or cash collateralization in an amount equal to such excess, in each case on terms and conditions acceptable to the Required Consenting FLFO RCF Lenders.

37. “*Committee*” means an official committee of unsecured creditors, if any, that may be appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code.

38. “*Confirmation*” means the Bankruptcy Court’s entry of the Confirmation Order.

39. “*Confirmation Date*” means the date upon which Confirmation occurs.

40. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court on Confirmation of the Plan, pursuant to Bankruptcy Rule 3020(b)(2) and sections 1128 and 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

41. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, as such order may be amended, supplemented, or modified from time to time.

42. “*Consenting FLFO RCF Lenders*” means the holders (or beneficial holders) of, or nominees, investment advisors, sub-advisors, or managers of discretionary accounts that hold, FLFO RCF Claims that are each a party to the Restructuring Support Agreement and commit to provide their Exit RCF Commitment under the Exit RCF Facility by signing up, or executing a joinder to, the Restructuring Support Agreement.

43. “*Consenting FLFO Term Lenders*” means the holders (or beneficial holders) of, or nominees, investment advisors, sub-advisors, or managers of discretionary accounts that hold, FLFO Term Loan Claims that are each party to the Restructuring Support Agreement.

44. “*Consenting FLSO Term Lenders*” means the holders (or beneficial holders) of, or nominees, investment advisors, sub-advisors, or managers of discretionary accounts that hold, FLSO Term Loan Claims that are each party to the Restructuring Support Agreement.

45. “*Consenting Lenders*” means the Consenting FLFO Term Lenders, the Consenting FLFO RCF Lenders, and the Consenting FLSO Term Lenders.

46. “*Consenting Sponsor*” means each sponsor that is a party to the Restructuring Support Agreement, including Wind Point and Oaktree/Duration.

47. “*Consenting Stakeholders*” means, collectively, and each in their respective capacities, the Consenting Sponsors, the Consenting Lenders, and the Backstop Parties.

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

49. “*Convenience Claim*” means any Allowed General Unsecured Claim greater than \$50 but less than or equal to \$100,000, the Holder of which irrevocably makes a Convenience Claim Election; *provided* that the Allowed amount of all Claims held by the Holder and its affiliates shall be aggregated for the purposes of the foregoing calculation; *provided, further*, that Holders whose General Unsecured Claims exceed \$100,000 may irrevocably make a Convenience Claim Election to have their aggregate Allowed General Unsecured Claims reduced to \$100,000 and afforded Convenience Claim treatment; *provided, further*, that any Holder that makes the Convenience Claim Election shall not opt out of the Third-Party Release.

50. “*Convenience Claim Election*” means the election, through the opt-in election included in the ballot sent to Holders of General Unsecured Claims in accordance with the procedures set forth in the Disclosure Statement Order, pursuant to which Holders of General Unsecured Claims may elect to irrevocably (x) be, or (y) reduce their Allowed General Unsecured Claim to \$100,000 and be, afforded Convenience Claim Treatment; *provided, further*, that any Holder that makes the Convenience Claim Election shall not opt out of the Third-Party Release.

51. “*Convenience Claim Reserve*” means the reserve to be established by the Debtors on the Effective Date to hold the Convenience Claims Cash Pool.

52. “*Convenience Claim Treatment*” means the treatment set forth in Articles III.B for Class 7B.

53. “*Convenience Claims Cash Pool*” means Cash in the amount of \$975,000 to fund distributions as provided herein on account of Convenience Claims.

54. “*Cure*” means all amounts, including an amount of \$0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

55. “*D&O Liability Insurance Policies*” means all Insurance Policies (including any “tail policy”) covering any of the Debtors’ current or former directors’, managers’, and officers’ liability and all agreements, documents, or instruments relating thereto.

56. “*Debtor*” means each of the Debtors in its individual capacity as debtor and debtor in possession in the Chapter 11 Cases.

57. “*Debtor Release*” means the release set forth in Article VIII.C hereof.

58. “*Debtors*” means, collectively, STG Logistics, Inc. and the above-captioned debtors and debtors-in-possession jointly administered with STG Logistics, Inc.

59. “*Definitive Documents*” means, collectively and as applicable, (a) the DIP Documents and any motions seeking entry of the DIP Orders; (b) the New Governance Documents, including all documents governing or implementing the Reorganized Equity; (c) the Takeback Term Loan Facility Documents; (d) the Exit RCF Facility Documents; (e) the MIP Documents and any and all agreements or documents governing any key employee incentive or retentive programs, including employment and/or other benefit or severance agreements; (f) this Plan; (g) the Confirmation Order; (h) the Disclosure Statement; (i) the Disclosure Statement Order and the other Solicitation Materials; (j) the First Day Pleadings and all orders sought pursuant thereto; (k) the Second Day Pleadings and all orders sought pursuant thereto; (l) the Takeback Equipment Financing Agreements; (m) the Plan Supplement (including the Restructuring Steps Plan); (n) all filings and requests for regulatory or other approvals from any governmental entity or unit necessary to be obtained by the Debtor to implement the Restructuring Transactions; and (o) all other pleadings, motions, orders, filings, documents, and agreements Filed by the Debtors or Post-Effective Date Debtors, as applicable, related to the Restructuring Transactions; and, in each case, any amendments, modifications, and supplements thereto; *provided* that, for the avoidance of doubt, in no event shall any retention application of any professional retained by the Debtors or Post-Effective Date Debtors, as applicable, or any supplement or modification thereto, be considered a Definitive Document.

60. “*DIP Agent*” has the meaning set forth in the DIP Order.

61. “*DIP Claims*” means any Claim against any Debtor arising out of the DIP Facility.

62. “*DIP Credit Agreement*” has the meaning set forth in the DIP Order.

63. “*DIP Documents*” has the meaning set forth in the DIP Order.

64. “*DIP Facility*” has the meaning set forth in the DIP Order.

65. “*DIP Facility Claim*” means any Claim held by any of the DIP Lenders or the DIP Agent derived from or based upon the DIP Credit Agreement or the DIP Orders, including Claims for all principal amounts outstanding, interest, fees, expenses, costs, indemnification, and other charges arising under or related to the DIP Credit Agreement.

66. “*DIP Indemnity*” means the go-forward indemnity for the benefit of the DIP Lenders and their Affiliates and Related Persons (as defined in the DIP Credit Agreement) (in any capacity) due and payable under the DIP Credit Agreement and any related obligations, which, for the avoidance of doubt, includes all Restructuring Expenses, including those incurred in connection with any Non-Participating Holder Litigation.

67. “*DIP Lenders*” has the meaning set forth in the DIP Order.

68. “*DIP Orders*” means, collectively, the Interim DIP Order and the Final DIP Order.

69. “*DIP Secured Parties*” means the DIP Agent and the DIP Lenders.

70. “*Disallowed*” means, with respect to any Claim, a Claim or any portion thereof that: (a) has been disallowed by a Final Order; (b) is listed in the Schedules as zero or as contingent, disputed, or unliquidated and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely Filed under applicable law or the Plan; (c) is not listed in the Schedules and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely Filed under applicable law or the Plan; (d) has been withdrawn by agreement of the applicable Debtor and the Holder thereof; (e) has been withdrawn by the Holder thereof; (f) has been reclassified, expunged, subordinated, or estimated to the extent that such reclassification, expungement, subordination, or estimation results in a reduction in the Filed amount of any proof of Claim, Equity Interest, or Intercompany Interest; (g) is evidenced by a proof of Claim, Equity Interest, or Intercompany Interest that was not timely and properly Filed, or which has been deemed to be Filed under applicable law or order of the Bankruptcy Court which is required to be filed by order of the Bankruptcy Court but as to which such proof of Claim, Intercompany Interest, or Equity Interest

was not timely or properly filed; (h) is unenforceable to the extent provided in section 502(b) of the Bankruptcy Code; and (i) where the Holder of a Claim is a Person or 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, unless such Person, Entity, or transferee has paid the amount, or turned over any such property, for which such Person, Entity, or transferee is liable under section 522(i), 542, 543, 550, or 553 of the Bankruptcy Code. In each case a Disallowed Claim, Disallowed Equity Interest, or Disallowed Intercompany Interest is disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination, or estimation.

71. “*Disbursing Agent*” means the Post-Effective Date Debtors or any Entity the Debtors or the Post-Effective Date Debtors, as applicable, select to make or to facilitate distributions in accordance with the Plan, which Entity may include the Claims and Noticing Agent or the Agents (with the respective Agent’s prior written consent), as applicable.

72. “*Disclosure Statement*” means the disclosure statement in respect of the Plan, including all exhibits and schedules thereto, each as may be amended, supplemented, or modified from time to time.

73. “*Disclosure Statement Order*” means any order of the Bankruptcy Court approving the adequacy of the Disclosure Statement.

74. “*Disputed*” means, as to a Claim, Equity Interest, or Intercompany Interest, a Claim, Equity Interest, or Intercompany Interest: (a) that is not Allowed; (b) that is not Disallowed under the Plan, the Bankruptcy Code, or a Final Order, as applicable; and (c) with respect to which a party in interest has Filed a Proof of Claim or otherwise made a written request to a Debtor for payment, without any further notice to or action, order, or approval of the Bankruptcy Court.

75. “*Distribution Record Date*” means the record date for purposes of making distributions under the Plan on account of Allowed Claims, which date shall be the first day of the Confirmation Hearing or such other date as determined by the Debtors in consultation with the Required Consenting FLFO Term Lenders.

76. “*DTC*” means the Depository Trust Company.

77. “*Effective Date*” means the date on which (a) no stay of the Confirmation Order is in effect, (b) all conditions precedent to the occurrence of the effectiveness of this Plan have been satisfied or waived in accordance with Article IX.B of this Plan, (c) this Plan has been substantially consummated, and (d) a notice of the effective date of this Plan has been Filed on the docket of the Chapter 11 Cases.

78. “*Entity*” means any entity, as defined in section 101(15) of the Bankruptcy Code.

79. “*Equipment Financing*” means any lease by and between one or more of the Debtors and the respective lessors thereunder, whereby the applicable Debtor leases the right to exclusive possession of certain equipment for a definite term.

80. “*Equipment Financing Lenders*” means, collectively, the Holders of Equipment Financing Claims.

81. “*Equity Interests*” means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, equity security (as defined in section 101(16) of the Bankruptcy Code) partnership interests, membership interests, and any other equity, ownership, or profits interests of any Debtor and options, warrants, rights, stock appreciation rights, phantom units, incentives, commitments, calls, redemption rights, repurchase rights, or other Securities or agreements to acquire or subscribe for, or which are convertible into, or exercisable or exchangeable for, the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, partnership interests, membership interests, or any other equity, ownership, or profits interests of any Debtor (in each case whether or not arising under or in connection with any employment agreement and regardless of whether such equity interests are held directly or indirectly).

82. “*Estate*” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to sections 301 and 541 of the Bankruptcy Code upon the commencement of such Debtor’s Chapter 11 Case.

83. “*Exculpated Parties*” means, collectively, and in each case solely in its capacity as such: (a) each of the Debtors; and (b) with respect to the Debtors, each of their respective current and former directors, the Special Committee, managers, officers, attorneys, financial advisors, consultants, or other professionals or advisors that served in such capacity between the Petition Date and Effective Date.

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

85. “*Exit RCF Commitment*” means, with respect to each Holder of FLFO RCF Claims that commits to participate in the Exit RCF Facility by signing the Restructuring Support Agreement, the commitment by such Holder on terms and conditions acceptable to the Required Consenting FLFO RCF Lenders and consistent with the terms of the Restructuring Support Agreement to make revolving loans (which shall be used solely to reimburse draws under letters of credit), issue letters of credit, and acquire interests in letter of credit obligations under the Exit RCF Facility, which commitment as of the Effective Date shall be in an amount equal to such Holder’s existing “Revolving Loan Commitment” (as defined in the STG Distribution Credit Agreement).

86. “*Exit RCF Facility*” means the revolving credit facility to be entered into by the Post-Effective Date Debtors on the Effective Date on terms acceptable to the Required Consenting FLFO RCF Lenders pursuant to the Exit RCF Facility Documents, which facility shall include letters of credit issued under the STG Distribution Credit Agreement and the revolving loans described in the definition of “Committed RCF Treatment”. The terms of the Exit RCF Facility shall not be worse for the Debtors in any material respect than the terms of the FLFO RCF; *provided* that the term and applicable margin shall be consistent with the Takeback Term Loan Facility (it being understood, however, that all undrawn letter of credit fees and interest shall be solely payable in Cash).

87. “*Exit RCF Facility Documents*” means the credit agreement governing the Exit RCF Facility and any other agreements, documents, and instruments delivered or entered into in connection therewith, including, without limitation, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, which may be the Takeback Term Loan Facility Documents, which shall be acceptable to the Required Consenting FLFO RCF Lenders and consistent with the Restructuring Support Agreement.

88. “*Federal Judgment Rate*” means the federal judgment rate in effect as of the Petition Date.

89. “*File*” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases. “Filed” and “Filing” shall have correlative meanings.

90. “*Final DIP Order*” means the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [Docket No. 248].

91. “*Final Order*” means, as applicable, 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, vacated, stayed, modified, or amended 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 sought, 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; *provided, however*, that no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

92. “*First Day Pleadings*” means those certain pleadings Filed by the Debtors contemporaneously with their voluntary petitions on the Petition Date.

93. “*FLFO Claims*” means all FLFO Term Loan Claims and FLFO RCF Claims.

94. “*FLFO RCF Claim*” means any Claim on account of the STG Distribution RCF.

95. “*FLFO Term Loan Claims*” means any Claim on account of the FLFO Term Loans.

96. “*FLFO Term Loans*” means the “First-Out Term Loans,” as such term is defined in the STG Distribution Credit Agreement.

97. “*FLSO Term Loan Claims*” means any Claim on account of the FLSO Term Loans.

98. “*FLSO Term Loans*” means the “Second-Out Term Loans,” as such term is defined in the STG Distribution Credit Agreement.

99. “*FLTO Term Loan Claims*” means any Claim on account of the FLTO Term Loans.

100. “*FLTO Term Loans*” means the “Third-Out Term Loans,” as such term is defined in the STG Distribution Credit Agreement.

101. “*Funded Debt Claim*” means, collectively, the FLFO RCF Claims, FLFO Term Loan Claims, the FLSO Term Loan Claims, the FLTO Term Loan Claims, the Reception Purchaser RCF Claims, Reception Purchaser First Lien Claims, STG Distribution Guaranty Claims, and the Intercompany Notes Claims.

102. “*General Unsecured Claim*” means any Claim that is not: (a) an Administrative Claim; (b) a Claim by a professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code; (c) a Priority Tax Claim; (d) a DIP Claim; (e) an Other Secured Claim; (f) an Other Priority Claim; (g) a Funded Debt Claim; or (h) an Intercompany Claim; *provided* that any Holder of an Allowed General Unsecured Claim that makes the Convenience Claim Election shall receive the Convenience Claim Treatment.

103. “*Governing Body*” means, in each case in its capacity as such, the board of directors, board of managers, manager, managing member, general partner, investment committee, special committee, or such similar governing body of any of the Debtors or the Post-Effective Date Debtors, as applicable.

104. “*Governmental Unit*” means any governmental unit, as defined in section 101(27) of the Bankruptcy Code.

105. “*Holder*” means an Entity holding a Claim against, or Equity Interest or Intercompany Interest in, any Debtor.

106. “*Illinois Action*” means that certain action pending in the Circuit Court of Cook County, Illinois: County Department, Law Division captioned Axos Financial, Inc. v. Antares Capital LP, *et. al*, No. 37701419.

107. “*Impaired*” means “impaired” within the meaning of section 1124 of the Bankruptcy Code.

108. “*Incremental New Money DIP Loans*” means the loans issued, if any, up to \$25,000,000, which may be made available immediately prior to the Effective Date in the form of incremental term loans issued under the DIP Facility.

109. “*Indemnification Obligations*” means any obligations of the Debtors pursuant to corporate charters, certificates of incorporation or formation, bylaws, limited partnership agreements, limited liability company

agreements, written deeds of indemnity, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise that are in place as of the Execution Date (as defined in the Restructuring Support Agreement) solely to indemnify individuals who are current and former officers, directors, individual managers, members, partners, supervisors, agents, or employees with respect to all actions, suits, and proceedings against the Debtors or such officers, directors, individual managers, members, partners, supervisors, agents, or employees, based upon any act or omission for or on behalf of the Debtors.

110. “*Insurance Policies*” means all insurance policies that have been issued at any time to, or provide coverage to, any of the Debtors or any of their predecessors, and all agreements, documents or instruments relating thereto, including all D&O Liability Insurance Policies.

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

112. “*Intercompany Claim*” means any Claim against a Debtor held by an Affiliate of such Debtor (including another Debtor), excluding Intercompany Notes Claims.

113. “*Intercompany Credit Agreement*” means that certain Intercompany Credit Agreement, dated as of October 3, 2024, as amended, restated, amended and restated, supplemented, and/or otherwise modified from time to time, by and among Reception Purchaser, LLC, as the Borrower, Reception Mezzanine Holdings, LLC, as Holdings, the other persons party thereto that are designated as credit parties, Wilmington Savings Fund Society, FSB, as the Agent for the Lender, and STG Distribution, LLC, as the Lender.

114. “*Intercompany Interest*” means, other than an Equity Interest, any shares (or any class thereof), 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, profits interests, puts, options, warrants, rights, or other Securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests in a Debtor held by another Debtor.

115. “*Intercompany Notes*” means indebtedness under the Intercompany Credit Agreement.

116. “*Intercompany Notes Claim*” means any Claim against Reception Purchaser, LLC on account of the Intercompany Notes.

117. “*Interim DIP Order*” means *Interim Order (I) Authorizing the Debtor to Obtain Postpetition Financing, (II) Authorizing the Debtors to use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 84].

118. “*Investigation*” means the Special Committee’s independent investigation regarding any potential Estate claims and Causes of Action.

119. “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

120. “*Law*” means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, treaty, duty, requirement, 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).

121. “*Lien*” means a lien as defined in section 101(37) of the Bankruptcy Code.

122. “*Management Incentive Plan*” means a post-emergence management incentive plan to be designed and adopted by the New Board following the Effective Date, to be used to incentivize and compensate employees, directors, consultants, and other service providers, which will include (i) the ability to grant restricted stock units,

options, Reorganized Equity, or other rights exercisable, exchangeable, or convertible into Reorganized Equity (or equivalent Cash value thereof) of MIP Equity and (ii) other terms and conditions customary for similar type equity plans as determined by the New Board in its sole discretion (including, with respect to participants, allocation of awards, and vesting).

123. “*MIP Documents*” means all documents governing the Management Incentive Plan.

124. “*MIP Equity*” means Reorganized Equity representing up to 10% of the Reorganized Equity under the Management Incentive Plan as authorized by the New Board in its sole discretion.

125. “*New Board*” means the Governing Body of Post-Effective Date STG, which shall consist of the Chief Executive Officer of the Post-Effective Date Debtors and four (4) additional members.

126. “*New Governance Documents*” means the documents providing for corporate governance of Post-Effective Date STG and the other Post-Effective Date Debtors, including charters, bylaws, operating agreements, or other organizational documents or shareholders’ agreements, as applicable, which shall be consistent with section 1123(a)(6) of the Bankruptcy Code (as applicable). Additionally, all New Governance Documents shall include the Reorganized Debtor Indemnity.

127. “*New Money DIP Claims*” means any Claim on account of the New Money DIP Loans.

128. “*New Money DIP Loans*” means the Initial New Money Term Loans and the Delayed Draw New Money Term Loans (each as defined in the DIP Documents).

129. “*New York Action*” means that certain action pending in the Supreme Court of the State of New York for the County of New York: Commercial Division captioned Axos Financial, Inc. v. Reception Purchaser, LLC, No. 650108/2025, and any appeal therefrom.

130. “*Non-Participating Holder*” means each of Axos Financial, Inc. and Siemens Financial Services, Inc., and any successor in interest to either of the aforementioned entities.

131. “*Non-Participating Holder Litigation*” means, collectively, (a) the New York Action, (b) the Illinois Action, (c) the Adversary Proceeding, and (d) any other action, proceeding, allegation, or Cause of Action arising out of or related to the facts and circumstances (i) that were or could have been alleged in any of the foregoing clauses (a) through (c) or (ii) related, in whole or in part, to the STG Distribution Credit Agreement, the Reception Purchaser Credit Agreement, or the 2024 Refinancing Transactions, including any acts, omissions, transactions, agreements, other occurrences, or negotiations disclosed or discussed, as applicable, among any of the Reception Purchaser Settlement Parties with respect to any of the foregoing.

132. “*Oaktree/Duration*” means Reception Oaktree Aggregator, L.P. and certain of its affiliates in their capacities as holders of Equity Interests that are each party to the Restructuring Support Agreement.

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

134. “*Other Secured Claim*” means any Claim, other than a Funded Debt Claim, that is (a) secured by a valid, perfected, and enforceable lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

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

136. “*Petition Date*” means January 12, 2026.

137. “*Plan*” means this joint plan of reorganization Filed by the Debtors under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto, which shall be consistent with the Restructuring Support Agreement.

138. “*Plan Distribution*” means a payment or distribution to Holders of Allowed Claims, Equity Interests, Intercompany Interests, or other eligible Entities under and in accordance with the Plan.

139. “*Plan Supplement*” means the compilation of documents and forms of documents, agreements, schedules, and exhibits to the Plan (in each case, 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 be Filed by the Debtors prior to the Effective Date to the extent reasonably practicable, including the following, as applicable: (a) the New Governance Documents, including all documents necessary to issue the Reorganized Equity, if any; (b) the Takeback Term Loan Facility Documents; (c) the Exit RCF Facility Documents; (d) the identity and members of the New Board; (e) the Schedule of Retained Causes of Action (which shall be submitted in consultation with the Committee); (f) the Restructuring Steps Plan; (g) the Assumed Executory Contracts and Unexpired Leases List and Rejected Executory Contracts and Unexpired Leases List, if any; (h) the Takeback Equipment Financing Agreements, if any; (i) the Auto Liability Settlements; and (j) additional documents Filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement.

140. “*Post-Effective Date Debtor*” means a Debtor, as reorganized pursuant to and under this Plan, on and after the Effective Date.

141. “*Post-Effective Date STG*” means one or more Post-Effective Date Debtors or any successor or assign thereto, by transfer, merger, consolidation, or otherwise, including any new entity, in each case to be determined by the Debtors, to issue the Reorganized Equity, on and after the Effective Date.

142. “*Prepetition Debt Documents*” means the Reception Purchaser Credit Agreement, the STG Distribution Credit Agreement, the Intercompany Credit Agreement, the Equipment Financings, and all ancillary agreements and documents relating thereto.

143. “*Priority Claims*” means, collectively, Administrative Claims, Priority Tax Claims, and Other Priority Claims.

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

145. “*Professional*” means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

146. “*Professional Fee Amount*” means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses that Professionals reasonably estimated in good faith that they have incurred or will incur in rendering services to the Debtors as set forth in Article II.D of the Plan.

147. “*Professional Fee Claim*” means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred by such Professional through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code. To the extent the Bankruptcy Court denies or reduces by Final Order any amount of a Professional’s requested fees and/or expenses, then the amount by which such fees or expenses, as applicable, are reduced or denied shall reduce the applicable Professional Fee Claim.

148. “*Professional Fee Escrow Account*” means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Amount.

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

150. “*RCF Reserve Account*” shall have the meaning ascribed to such term in the DIP Orders.

151. “*Reception Purchaser Credit Agreement*” means that certain credit agreement and any documents governing the Reception Purchaser Term Loan Facility and the Reception Purchaser RCF (including any related notes, certificates, agreements, security agreements, documents and instruments related to or executed in connection therewith), dated as of March 24, 2022 (as amended, restated, amended and restated, supplemented, and/or otherwise modified from time to time), by and among Reception Purchaser LLC, together with each other Person who becomes a borrower thereunder, as the Borrowers, the other persons party thereto that are designated as credit parties, Antares Capital LP, as administrative agent and collateral agent, and the other financial institutions party thereto as Lenders, comprised of revolving credit facility loans and term loans in an aggregate estimated principal amount outstanding of \$57,964,814, plus applicable interest, fees, costs, expenses and premiums.

152. “*Reception Purchaser Facility Claims*” means all Claims arising under the Reception Purchaser Term Loan Facility, the Reception Purchaser RCF, or under that certain Guaranty and Security Agreement, dated as of March 24, 2022 (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time), by and between Reception Purchaser, LLC, together with each other Person that is or becomes a borrower and grantor thereunder, and Antares Capital LP, as Agent.

153. “*Reception Purchaser First Lien Claims*” means all Reception Purchaser Facility Claims, Intercompany Notes Claims, and STG Distribution Guaranty Claims.

154. “*Reception Purchaser RCF*” means that certain revolving credit facility under the Reception Purchaser Credit Agreement, comprised of revolving credit facility loans in an aggregate estimated principal amount outstanding of \$1,851,851, plus applicable interest, fees, costs, expenses and premiums.

155. “*Reception Purchaser RCF Claim*” means a Claim arising under the Reception Purchaser RCF, including all claims, controversies, causes of action, cross-claims, counter claims, demands, debts, allegations for compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys’ fees, or liabilities of any nature whatsoever in Law and in equity, both past and present and whether known or unknown, suspected, unsuspected or claimed, alleged or which could ever have been alleged in the Non-Participating Holder Litigation.

156. “*Reception Purchaser Settlement*” means the settlement of all Claims, Causes of Action, and controversies among the Reception Purchaser Settlement Parties as set forth in and contemplated by this Plan and effective as of the Effective Date.

157. “*Reception Purchaser Settlement Amount*” means Cash in the amount of \$12,000,000.

158. “*Reception Purchaser Settlement Released Claims*” means the Claims and Causes of Action released among the Reception Purchaser Settlement Parties as set forth in Article IV.B.2 hereof.

159. “*Reception Purchaser Settlement Parties*” means, collectively, each of (a) the Debtors, (b) the Non-Participating Holders, (c) the Consenting Stakeholders, (d) Antares Capital LP, (e) the current and former Affiliates of each Entity in the foregoing clauses (a) through (d), and (f) the Related Parties of each Entity in the foregoing clauses (a) through (e).

160. “*Reception Purchaser Term Loan Claim*” means Claims arising under the Reception Purchaser Term Loans, including all claims, controversies, causes of action, cross-claims, counter claims, demands, debts, allegations for compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys’ fees, or liabilities of any nature whatsoever in Law and in equity, both past and present and whether known

or unknown, suspected, unsuspected or claimed, alleged or which could ever have been alleged in the Non-Participating Holder Litigation.

161. “*Reception Purchaser Term Loan Facility*” means that certain term loan facility under the Reception Purchaser Credit Agreement.

162. “*Reception Purchaser Term Loans*” means indebtedness under the Reception Purchaser Term Loan Facility comprised of third out term loans in an aggregate estimated principal amount outstanding of approximately \$55,967,592, plus applicable interest, fees, costs, expenses, and premiums.

163. “*Reinstate*” means reinstate, reinstated, or reinstatement with respect to Claims or Intercompany Interests, that the Claim, Equity Interest, or Intercompany Interest shall be rendered Unimpaired in accordance with section 1124(1) of the Bankruptcy Code. “*Reinstated*” and “*Reinstatement*” shall have correlative meanings.

164. “*Rejected Executory Contracts and Unexpired Leases List*” means the list to be included in the Plan Supplement, as determined by the Debtors, of Executory Contracts and Unexpired Leases that will be rejected by the Debtors, pursuant to the Plan, which list may be amended from time to time.

165. “*Related Party*” means, with respect to a specified Person, each of such Person’s, and in each case in its capacity as such, current and former directors, managers, officers, 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, current, former, and future associated entities, managed or advised entities, accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors, managers, fiduciaries, trustees, employees, agents (including any Disbursing Agent), advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, representatives advisors, predecessors, successors, and assigns. For the avoidance of doubt, the Debtors’ Related Parties include the Special Committee and any attorneys or professionals retained by any current or former director or manager of a Debtor in his or her capacity as director or manager as a Debtor, including, for the avoidance of doubt, any attorneys or professionals retained by the Special Committee.

166. “*Released Party*” means collectively, and in each case solely in its capacity as such: (a) each Debtor; (b) each Post-Effective Date Debtor; (c) each Consenting Stakeholder; (d) each Consenting Sponsor; (e) each DIP Lender; (f) the DIP Agent; (g) each Agent; (h) the Committee and each of its members; (i) each Non-Participating Holder; (j) each Releasing Party; (k) each current and former Affiliate of each Entity in clause (a) through the following clause (l); and (l) each Related Party of each Entity in clauses (a) through this clause (l); *provided, however*, that, in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the Third-Party Release; or (y) timely objects to the Third-Party Release and such objection is not withdrawn or otherwise resolved before the Confirmation Order is entered. For the avoidance of doubt and notwithstanding anything herein to the contrary, no non-Releasing Party shall be a Released Party under this Plan.

167. “*Released Preference Actions*” means the release of all Claims pursuant to section 547 of the Bankruptcy Code against any Holder of an Allowed General Unsecured Claim (x) unless such Holder opts out of the Third-Party Release, or (y) excluding against any Holder of an Allowed General Unsecured Claim solely for defensive purposes including in response to, in connection with, or as part of, without limitation, any defenses, counterclaims, setoff, or recoupment asserted in response to any Claim or cause of action asserted against a Debtor or its Estate, or the subordination, recharacterization, or avoidance of any Claim asserted against a Debtor or its Estate.

168. “*Releasing Party*” means, each solely in its capacity as such: (a) each Debtor; (b) each Post-Effective Date Debtor; (c) each Consenting Stakeholder; (d) each Consenting Sponsor; (e) each DIP Lender; (f) the DIP Agent; (g) each Agent; (h) the Committee and each of its members; (i) each Non-Participating Holder; (j) all Holders of Claims; (k) all Holders of Equity Interests; (l) each current and former Affiliate of each Entity in clause (a) through the following clause (m); and (m) each Related Party of each Entity in clauses (a) through this clause (m); *provided, however*, that each Entity in the foregoing clause (j) or (k) that (x) elects to opt out of the Third-Party Release; or (y) timely objects to the Third-Party Release and such objection is not withdrawn or otherwise resolved before the Confirmation Order is entered shall not be a Releasing Party.

169. “*Reorganized Debtor Indemnity*” means the new go-forward indemnity and any related obligations for the benefit of the DIP Lenders and their Affiliates and Related Parties (in any capacity) that covers the Restructuring Transactions and all prepetition transactions, including, without limitation, the 2024 Refinancing Transactions, the Non-Participating Holder Litigation, the Adversary Proceeding, and any Claims or Causes of Action related thereto.

170. “*Reorganized Equity*” means the common stock or common equity issued by Post-Effective Date STG on the Effective Date.

171. “*Required Consenting FLFO RCF Lenders*” means, as of the relevant date, Consenting FLFO RCF Lenders holding at least 67.5% of the aggregate “Revolving Loan Commitments” (as defined in the STG Distribution Credit Agreement) that are held by Consenting FLFO RCF Lenders.

172. “*Required Consenting FLFO Term Lenders*” means, as of the relevant date, Consenting FLFO Term Lenders holding at least 66.67% of the aggregate outstanding principal amount of FLFO Term Loans that are held by Consenting FLFO Term Lenders.

173. “*Required Consenting FLSO Term Lenders*” means, as of the relevant date, Consenting FLSO Term Lenders holding at least 50.01% of the aggregate outstanding principal amount of FLSO Term Loans that are held by Consenting FLSO Term Lenders.

174. “*Restructuring Expenses*” means the reasonable and documented fees, costs, and out-of-pocket expenses of (i) the Ad Hoc Group Advisors, (ii) Davis Polk & Wardwell LLP and Greenberg Traurig, LLP, as counsel to Antares Capital LP and its affiliates, (iii) the DIP Agent, and (iv) the DIP Secured Parties.

175. “*Restructuring Steps Plan*” means a document that outlines the steps, considerations, treatment of Intercompany Claims and Intercompany Interests, and agreed fundings, as applicable, for any Post-Effective Date Debtor, including any foreign non-Debtor party to the Restructuring Support Agreement.

176. “*Restructuring Support Agreement*” means that certain restructuring support agreement, dated as of January 12, 2026, by and among the Debtors and the Consenting Stakeholders, including all exhibits thereto, including, for the avoidance of doubt, the Restructuring Term Sheet.

177. “*Restructuring Term Sheet*” means the term sheet attached to the Restructuring Support Agreement as Exhibit B, including all exhibits thereto.

178. “*Restructuring Transactions*” means the transactions described in Article IV.

179. “*Retained Causes of Action*” means, collectively, all Claims and Causes of Action not released by the Debtors pursuant to the terms of this Plan, including any Claims and Causes of Action listed on the Schedule of Retained Causes of Action. For the avoidance of doubt, Retained Causes of Action shall not include: (a) any Claims or Causes of Action against the Consenting Stakeholders and/or their Affiliates and/or advisors; and (b) any Released Preference Actions.

180. “*Roll-Up DIP Claims*” means the 1O Roll-Up DIP Claims and the 2O Roll-Up DIP Claims.

181. “*Rules*” means Rule 501(a)(1), (2), (3), (7), (8), (9), (12), and (13) of the Securities Act.

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

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

184. “*Second Day Pleadings*” means any “second day” pleadings that the Debtors determine are necessary or desirable to File; *provided* that retention applications shall not be considered Second Day Pleadings.

185. “*Second Out Condition*” means the acceptance of this Plan by the requisite number and amount of Holders of Allowed FLSO Term Loan Claims in Class 4 in accordance with section 1126 of the Bankruptcy Code.

186. “*Section 510(b) Claim*” means any Claim, Equity Interest against a Debtor subject to subordination under section 510(b) of the Bankruptcy Code, whether by operation of law or contract.

187. “*Secured Claim*” means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

188. “*Securities Act*” means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a–77aa, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

189. “*Security*” means any security, as defined in section 2(a)(1) of the Securities Act.

190. “*Solicitation Materials*” means, as applicable, any documents, forms, ballots, notices, and other materials provided in connection with the solicitation of votes on this Plan, as approved by the Bankruptcy Court pursuant to sections 1125 and 1126 of the Bankruptcy Code.

191. “*Special Committee*” means, collectively, the special committee of the applicable Debtors.

192. “*STG Distribution Credit Agreement*” means that certain Credit Agreement and any documents governing the STG Distribution Term Loan Facility and the STG Distribution RCF (including any related notes, certificates, agreements, security agreements, documents and instruments related to or executed in connection therewith), entered into as of October 3, 2024 (as amended, restated, amended and restated, supplemented, and/or otherwise modified from time to time), by and among STG Distribution, LLC, as borrower, STG Distribution Holdings, LLC, as Newco Holdings, Reception Purchaser, LLC, as the Company, Reception Mezzanine Holdings, LLC, as Holdings, Wilmington Savings Fund Society, as administrative agent and collateral agent, and each of the lenders from time to time party thereto, as lenders, comprised of term loans with an aggregate principal amount of approximately \$979,976,052 and issued and outstanding letters of credit with an aggregate face amount of approximately \$25,023,458, plus applicable interest, fees, costs, expenses and premiums.

193. “*STG Distribution Guaranty Claims*” means claims against “Loan Parties” under and as defined in the Reception Purchaser Credit Agreement arising under that certain Guaranty and Security Agreement, dated as of October 3, 2024 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time), made by the Grantors (as defined therein) in favor of the Agent under the STG Distribution Credit Agreement for the benefit of the “Secured Parties” under and as defined in the STG Distribution Credit Agreement.

194. “*STG Distribution RCF*” means that certain letter of credit facility under the STG Distribution Credit Agreement.

195. “*STG Distribution Term Loan Facility*” means that certain term loan facility under the STG Distribution Credit Agreement.

196. “*Takeback Equipment Financing Agreement*” means, if applicable, the takeback equipment financing leases between the Debtors or Post-Effective Date Debtors, as applicable, and each Equipment Financing Lender, which shall be acceptable to the Required Consenting FLFO Term Lenders.

197. “*Takeback Equipment Financing Debt*” means any debt arising under the Takeback Equipment Financing Agreements.

198. “*Takeback Term Loan Facility*” means, on the Effective Date, a term loan facility in the amount of \$100,000,000 as set forth in the Takeback Term Loan Facility Term Sheet.

199. “*Takeback Term Loan Facility Documents*” means any documents or agreements governing the Takeback Term Loan Facility.

200. “*Takeback Term Loan Facility Term Sheet*” means the term sheet attached to the Restructuring Support Agreement as Exhibit C.

201. “*Takeback Term Loans*” means the loans issued under the Takeback Term Loan Facility.

202. “*Third-Party Release*” means that certain release in Article VIII.D of this Plan.

203. “*U.S. Trustee*” means the Office of the United States Trustee for the District of New Jersey.

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

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

206. “*Wind Point*” means Wind Point Partners AAV II, L.P. and certain of its affiliates in their capacities as holders of Equity Interests that are party to the Restructuring Support Agreement.

B. Rules of Interpretation.

For purposes of this Plan: (i) 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; (ii) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form; (iii) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (iv) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, amended and restated, supplemented, or otherwise modified or replaced from time to time; *provided* that any capitalized terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the Confirmation Date; (v) any reference to an Entity as a Holder of a Claim, Equity Interest, or Intercompany Interest includes that Entity’s successors and assigns; (vi) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (vii) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (viii) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (ix) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release, or other agreement or document created or entered into in connection with this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with, applicable federal Law, including the Bankruptcy Code and Bankruptcy Rules; (x) unless otherwise specified, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation and shall be deemed to be followed by the words “without limitation”; (xi) 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 this Plan; (xii) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (xiii) any term used in capitalized form herein that is not otherwise defined but that is used in the Restructuring Support Agreement, Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (xiv) all 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; (xv) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (xvi) any immaterial effectuating provisions may be interpreted by the Post-Effective Date Debtors in such a manner that is consistent with the overall purpose and intent of this Plan, all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; (xvii) all references herein to consent, acceptance, or approval may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail; (xviii) unless otherwise specified, any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter; (xix) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable limited liability company Laws; and (xx) the phrase “counsel to the Consenting Stakeholders” refers to each counsel specified in Section 13.10 of the Restructuring Support Agreement other than counsel to the Debtors.

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 this 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 New York, without giving effect to the principles of conflict of laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law), shall govern the rights, obligations, construction, and implementation of this Plan; any agreements, documents, instruments, or contracts executed or entered into in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); and corporate governance matters; *provided* that corporate governance matters relating to the Debtors or the Post-Effective Date Debtors, as applicable, not incorporated or formed in New York shall be governed by the Laws of the state of incorporation or formation of the relevant Debtor or the Post-Effective Date Debtor, as applicable.

E. Reference to Monetary Figures.

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

F. Reference to the Debtors or the Post-Effective Date Debtors.

Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to the Debtors and the Post-Effective Date Debtors shall mean the Debtors and the Post-Effective Date Debtors, as applicable, to the extent the context requires.

G. Controlling Document.

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

H. Consultation, Notice, Information, and Consent Rights.

Notwithstanding anything herein to the contrary, all respective consultation, information, notice, and consent rights set forth in the Restructuring Support Agreement and the DIP Credit Agreement, with respect to the form and substance of this Plan, all exhibits to this Plan, the Plan Supplement, and all other Definitive Documents, including

any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in Article I hereof) and fully enforceable as if stated in full herein until such time as the Restructuring Support Agreement or the DIP Credit Agreement, as applicable, is terminated in accordance with its terms. Any inclusion or exclusion of any consent, consultation, information, or notice right shall not operate to exclude, waive, or diminish any rights of any party under the Restructuring Support Agreement or the DIP Credit Agreement.

Failure to reference the rights referred to in the immediately preceding paragraph as such rights relate to any document referenced in the Restructuring Support Agreement, as applicable, shall not impair such rights and obligations.

ARTICLE II. ADMINISTRATIVE CLAIMS, DIP CLAIMS, AND PRIORITY CLAIMS

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

A. Administrative Claims.

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors or the Post-Effective Date Debtors, as applicable, each Holder of an Allowed Administrative Claim (other than Holders of DIP Claims, Professional Fee Claims, and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Allowed Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed and due on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter; (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by a Debtor in the ordinary course of its business after the Petition Date, in accordance with the terms and conditions of the particular transaction 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 such Holder and the Debtors or the Post-Effective Date Debtors, as applicable; or (5) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

Except as otherwise provided in this Article II.A of this Plan, requests for payment of Administrative Claims must be Filed with the Bankruptcy Court and served on the Debtors by the applicable Administrative Claims Bar Date. **Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, their Estates, or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Debtors or the Post-Effective Date Debtors, as applicable, or any notice to or action, order, or approval of the Bankruptcy Court or any other Entity.**

B. DIP Claims.

On the Effective Date, except to the extent that a Holder of an Allowed DIP Claim agrees to alternative treatment, and in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim, each Holder of an Allowed DIP Claim shall receive (i) on account of its New Money DIP Claim, (A) the Takeback Term Loans, and (B) (1) if the Incremental New Money DIP Loans are funded, 19.2% of the Reorganized Equity (subject to dilution from the MIP Equity) or (2) if the Incremental New Money DIP Loans are not funded, 11.5% of the Reorganized Equity (subject to dilution from the MIP Equity); *provided* that, if a portion, but not all of the Incremental New Money DIP Loans are funded, the amount of Reorganized Equity set out in item (i)(B)(2) shall be proportionally increased by the same proportion as the amount of funded Incremental New Money DIP Loans bears to the total amount of Incremental New Money DIP Commitments, (ii) on account of its 10 Roll-Up DIP Claim, if

any, such treatment consistent with the FLFO Term Loan Claims, and (iii) on account of its 2O Roll-Up DIP Claim, if any, such treatment consistent with the FLSO Term Loan Claims.² or

Notwithstanding the foregoing, nothing herein or in the Confirmation Order shall have the effect of releasing, discharging, or compromising any rights of any DIP Secured Party or their Related Persons (as defined in the DIP Credit Agreement) (in any capacity) arising under, related to, or in connection with any rights, Claims, or Causes of Action in respect of the DIP Indemnity.

C. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive Cash equal to the full amount of its Claim or such other treatment in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

D. Professional Fee Claims.

1. Final Fee Applications and Payment of Professional Fee Claims.

All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than sixty (60) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Post-Effective Date Debtors shall pay Professional Fee Claims in Cash in the amount the Bankruptcy Court allows, including from the Professional Fee Escrow Account.

2. Professional Fee Escrow Account.

On the Effective Date, Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Such funds shall not be considered property of the Estates of the Debtors or the Post-Effective Date Debtors, as applicable. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Post-Effective Date Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed. When all Allowed Professional Fee Claims have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Post-Effective Date Debtors without any further notice to, action, order, or approval of the Bankruptcy Court.

3. Professional Fee Amount.

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date and shall deliver such estimates to the Debtors no later than three (3) Business Days before the Effective Date; *provided, however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that may be Allowed pursuant to the Professional's final request for payment. If a Professional does not provide an estimate, the Debtors or the Post-Effective Date Debtors, as applicable, may estimate the unpaid and unbilled fees and expenses of such Professional for the purpose of determining the Professional Fee Amount. The total aggregate amount so estimated as of the Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account.

² For the avoidance of doubt, notwithstanding that any fees payable on the New Money DIP Claims shall be waived or cancelled in connection with the Restructuring Transactions, such fees shall continue to be accounted for in determining each holder of a New Money DIP Claim's ratable share of the consideration among New Money DIP Claims.

4. Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in this Plan, from and after the Confirmation Date, the Debtors or the Post-Effective Date Debtors, as applicable, 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 this Plan and Consummation incurred by the Debtors or the Post-Effective Date Debtors, as applicable. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors and/or the Post-Effective Date Debtors, as applicable, 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.

**ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS,
EQUITY INTERESTS, AND INTERCOMPANY INTERESTS**

A. Classification of Claims, Equity Interests, and Intercompany Interests.

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

The classification of Claims against, and Equity Interests and Intercompany Interests in, the Debtors pursuant to this Plan is as follows:

Class	Claims, Interests, and Intercompany Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 3A	FLFO RCF Claims	Impaired	Entitled to Vote
Class 3B	FLFO Term Loan Claims	Impaired	Entitled to Vote
Class 3C	Reception Purchaser First Lien Claims	Impaired	Entitled to Vote
Class 4	FLSO Term Loan Claims	Impaired	Entitled to Vote
Class 5	FLTO Term Loan Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 6	Auto Liability Claims	Impaired	Entitled to Vote
Class 7A	General Unsecured Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 7B	Convenience Claims	Impaired	Entitled to Vote
Class 8	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept) / Not Entitled to Vote (Deemed to Reject)

Class	Claims, Interests, and Intercompany Interests	Status	Voting Rights
Class 9	Intercompany Interests	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept) / Not Entitled to Vote (Deemed to Reject)
Class 10	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 11	Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Claims, Equity Interests, and Intercompany Interests.

Each Holder of an Allowed Claim, Equity Interest, or Intercompany Interest, as applicable, shall receive under this Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim, Equity Interest, or Intercompany Interest, as applicable, except to the extent different treatment is agreed to by the Post-Effective Date Debtors, and the Holder of such Allowed Claim, Equity Interest, or Intercompany Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim, Equity Interest, or Intercompany Interest, as applicable, shall receive such treatment on the Effective Date.

1. Class 1 - Other Secured Claims

- (a) *Classification:* Class 1 consists of all Other Secured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such Claim and at the option of the Debtors:
 - (i) payment in full in Cash in an amount equal to its Allowed Other Secured Claim;
 - (ii) the collateral securing its Allowed Other Secured Claim;
 - (iii) Reinstatement of its Allowed Other Secured Claim; or
 - (iv) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.
- (c) *Voting:* Class 1 is Unimpaired under this Plan. Holders of Claims in Class 1 are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

2. Class 2 – Other Priority Claims

- (a) *Classification:* Class 2 consists of all Other Priority Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of such Claim, Cash on the Effective Date in an amount equal to such Allowed Other Priority Claim, or as and when due in the ordinary course of business of the Post-Effective Date Debtors, or otherwise as consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
- (c) *Voting:* Class 2 is Unimpaired under this Plan. Holders of Claims in Class 2 are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

3. Class 3A – FLFO RCF Claims

- (a) *Classification:* The FLFO RCF Claims are Allowed in the aggregate principal amount of \$25,023,458, plus applicable interest, fees, costs, expenses, and premiums.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed FLFO RCF Claim agrees to less favorable treatment on the Effective Date, each Holder of an Allowed FLFO RCF Claim shall receive, in full and final satisfaction of such Claim, at its election, either:
 - (i) if the applicable Holder is a Consenting FLFO RCF Lender, the Committed RCF Treatment; or
 - (ii) if the applicable Holder is not a Consenting FLFO RCF Lender, treatment in accordance with and *pro rata* to the FLFO Term Loan Claims (Class 3B) treatment.
- (c) *Voting:* Class 3A is Impaired under this Plan, and Holders of Allowed Claims in Class 3A are entitled to vote to accept or reject this Plan.

Class 3B – FLFO Term Loan Claims

- (a) *Classification:* To the extent permitted by the Bankruptcy Code, the FLFO Term Loan Claims are Allowed in the aggregate principal amount of \$209,105,951, plus applicable interest, fees, costs, expenses, and premiums.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed FLFO Term Loan Claim agrees to less favorable treatment on the Effective Date, each Holder of an Allowed FLFO Term Loan Claim shall receive, in full and final satisfaction of such Claim, such Holder's *pro rata* share of (x) if the Incremental New Money DIP Loans are funded, 78.3% of the Reorganized Equity (subject to dilution from the MIP Equity) or (y) if the Incremental New Money DIP Loans are not funded, 86.0% of the Reorganized Equity (subject to dilution from the MIP Equity); *provided* that, if a portion, but not all of the Incremental New Money DIP Loans are funded, the amount of Reorganized Equity set out in item (b)(i)(y) shall be proportionally reduced by the same proportion as the amount of funded Incremental New Money DIP Loans bears to the total amount of Incremental New Money DIP Commitments.
- (c) *Voting:* Class 3B is Impaired under this Plan, and Holders of Allowed Claims in Class 3B are entitled to vote to accept or reject this Plan.

Class 3C – Reception Purchaser First Lien Claims

- (a) *Classification:* Class 3C consists of all Reception Purchaser First Lien Claims.
- (b) *Allowance:* To the extent permitted by the Bankruptcy Code, the Reception Purchaser First Lien Claims are Allowed in the aggregate principal amount of \$57,964,814, plus applicable interest, fees, costs, expenses, premiums, and any Intercompany Notes Claims and STG Distribution Guaranty Claims.
- (c) *Treatment:* Except to the extent that a Holder of an Allowed Reception Purchaser First Lien Claim agrees to less favorable treatment, on the Effective Date, subject to the terms and conditions set forth in Article IV.B hereof, each Holder of an Allowed Reception Purchaser First Lien Claim shall receive, in full and final satisfaction of such Claim, its *pro rata* share of the Reorganized Equity receivable by Class 3B and Class 4; *provided*, that notwithstanding anything contained in this Plan or the Confirmation Order, the

Non-Participating Holders shall receive solely their respective *pro rata* shares of the Reception Purchaser Settlement Amount (with Axos Financial, Inc. to receive 58.29% and Siemens Financial Services, Inc. to receive 41.71% of the Reception Purchaser Settlement Amount) and shall not receive any Reorganized Equity or any other consideration in satisfaction of such Claims.

- (d) *Voting:* Class 3C is Impaired under this Plan, and Holders of Allowed Claims in Class 3C are entitled to vote to accept or reject this Plan.

4. Class 4 – FLSO Term Loan Claims

- (a) *Classification:* Class 4 consists of all FLSO Term Loan Claims.
- (b) *Allowance:* To the extent permitted by the Bankruptcy Code, the FLSO Term Loan Claims are deemed Allowed in the aggregate principal amount of \$668,651,248 plus interest, fees, expenses, and other amounts arising and payable under and in accordance with the Reception Purchaser Credit Documents.
- (c) *Treatment:* Except to the extent that a Holder of an Allowed FLSO Term Loan Claim agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed FLSO Term Loan Claim shall receive, in full and final satisfaction of such Claim, its *pro rata* share of 2.5% of the Reorganized Equity (subject to dilution by the MIP Equity).
- (d) *Voting:* Class 4 is Impaired under this Plan, and Holders of Allowed Claims in Class 4 are entitled to vote to accept or reject this Plan.

5. Class 5 – FLTO Term Loan Claims

- (a) *Classification:* Class 5 consists of all FLTO Term Loan Claims.
- (b) *Allowance:* To the extent permitted by the Bankruptcy Code, the FLTO Term Loan Claims are deemed Allowed in the aggregate principal amount of \$100,673,003 plus interest, fees, expenses, and other amounts arising and payable under and in accordance with the Reception Purchaser Credit Documents.
- (c) *Treatment:* All FLTO Term Loan Claims shall be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of such FLTO Term Loan Claims shall not receive any distribution under this Plan on account of such Claim.
- (d) *Voting:* Class 5 is Impaired under this Plan. Holders of FLTO Term Loan Claims are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

6. Class 6 – Auto Liability Claims

- (a) *Classification:* Class 6 consists of all Auto Liability Claims.
- (b) *Treatment:* Unless a Holder of an Allowed Auto Liability Claim agrees to less favorable treatment, each Holder of an Allowed Auto Liability Claim shall receive, in full and final satisfaction of such Claim, subject to the Second Out Condition, treatment rendering its Allowed Auto Liability Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

- (c) *Voting:* Class 6 is Impaired under this Plan, and Holders of Allowed Claims in Class 6 are entitled to vote to accept or reject this Plan.

7. Class 7A – General Unsecured Claims

- (a) *Classification:* Class 7A consists of all General Unsecured Claims.
- (b) *Treatment:* All General Unsecured Claims shall be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of such General Unsecured Claims shall not receive any distribution under this Plan on account of such Claim.
- (c) *Voting:* Class 7A is Impaired under this Plan. Holders of General Unsecured Claims are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

Class 7B – Convenience Claims

- (a) *Classification:* Class 7B consists of all Convenience Claims by Holders of Allowed General Unsecured Claims that make the Convenience Claim Election.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Convenience Claim agrees to less favorable treatment, each Holder of an Allowed Convenience Claim shall receive such Holder's *pro rata* share of the Convenience Claims Cash Pool; *provided* that such *pro rata* share shall not exceed \$100,000 for any such Holder.
- (c) *Voting:* Class 7B is Impaired under this Plan, and Holders of Allowed Claims in Class 7B are entitled to vote to accept or reject this Plan.

8. Class 8 – Intercompany Claims

- (a) *Classification:* Class 8 consists of all Intercompany Claims.
- (b) *Treatment:* All Intercompany Claims shall be Reinstated, set off, settled, distributed, contributed, cancelled, or released or otherwise addressed at the option of the Post-Effective Date Debtors without any distribution.
- (c) *Voting:* Class 8 is Unimpaired if the Class 8 Intercompany Claims are Reinstated or Impaired if the Class 8 Intercompany Claims are cancelled. Holders of Class 8 Intercompany Claims are conclusively deemed to have either accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

9. Class 9 – Intercompany Interests

- (a) *Classification:* Class 9 consists of all Intercompany Interests.
- (b) *Treatment:* All Intercompany Interests shall be Reinstated, settled, distributed, contributed, cancelled, or released or otherwise addressed at the option of the Debtors without any distribution.
- (c) *Voting:* Class 9 is Unimpaired if the Class 9 Intercompany Interests are Reinstated or Impaired if the Class 9 Intercompany Interests are cancelled. Holders of Class 9

Intercompany Interests are conclusively deemed to have either accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

10. Class 10 – Section 510(b) Claims

- (a) *Classification:* Class 10 consists of all Section 510(b) Claims.
- (b) *Treatment:* All Section 510(b) Claims shall be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of such Section 510(b) Claims shall not receive any distribution under this Plan on account of such Claim.
- (c) *Voting:* Class 10 is Impaired under this Plan. Holders of Class 10 Section 510(b) Claims are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

11. Class 11 – Equity Interests

- (a) *Classification:* Class 11 consists of all Equity Interests.
- (b) *Treatment:* All Equity Interests shall be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of such Equity Interests shall not receive any distribution under this Plan on account of such Equity Interests.
- (c) *Voting:* Class 11 is Impaired under this Plan. Holders of Class 11 Equity Interests are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

C. *Special Provision Governing Unimpaired Claims.*

Except as otherwise provided in this Plan, nothing under this Plan shall affect the rights of the Debtors or the Post-Effective Date Debtors, as applicable, regarding any Unimpaired Claims, including all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

D. *Elimination of Vacant Classes.*

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

E. *Voting Classes, Presumed Acceptance by Non-Voting Classes.*

If a Class contains Claims, Equity Interests, or Intercompany Interests eligible to vote and no Holders of Claims, Equity Interests, or Intercompany Interests eligible to vote in such Class vote to accept or reject this Plan, the Holders of such Claims, Equity Interests, or Intercompany Interests in such Class shall be deemed to have accepted this Plan.

F. Intercompany Interests.

To the extent Reinstated under this 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, for the ultimate benefit of the Holders of the Reorganized Equity, and in exchange for the agreement of the Debtors and/or the Post-Effective Date Debtors (with the consent of the Required Consenting FLFO Term Lenders), as applicable, under this Plan to make certain distributions to the Holders of Allowed Claims. For the avoidance of doubt, unless otherwise specified pursuant to the Restructuring Transactions, to the extent Reinstated pursuant to this Plan, on and after the Effective Date, all Intercompany Interests shall be owned by the same Post-Effective Date Debtor that corresponds with the Debtor that owned such Intercompany Interests immediately prior to the Effective Date.

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

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

H. Controversy Concerning Impairment.

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

I. Subordinated Claims.

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

**ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN**

A. General Settlement of Claims, Interests, and Intercompany Interests.

To the greatest extent permissible under the Bankruptcy Code and the Bankruptcy Rules, and in consideration for the classification, distributions, releases, and other benefits provided under this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims, Equity Interests, Intercompany Interests, and controversies released, settled, compromised, discharged, satisfied, or otherwise resolved pursuant to this Plan. This Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Equity Interests, Intercompany Interests, and controversies, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates and Holders of Claims, Equity Interests, and Intercompany Interests. Subject to Article VI hereof, all distributions made to Holders of Allowed Claims, Equity Interests, and Intercompany Interests, as applicable, in any Class are intended to be and shall be final.

Certain Claims and Causes of Action may exist between one or more of the Debtors and one or more of its Affiliates, which Claims and Causes of Action (other than any such Claims and Causes of Action that are not released pursuant to Article VIII.C, including any obligations arising under business or commercial agreements or arrangements among the Released Parties and any non-Debtor Entity) have been settled, and such settlement is reflected in the treatment of the Intercompany Claims, Intercompany Interests, and the Claims against, and Equity Interests and Intercompany Interests in, each Debtor. This Plan shall be deemed a motion to approve the good faith compromise and settlement of such Claims and Causes of Action to the greatest extent permissible under the Bankruptcy Code.

In connection with the Committee's support for the transactions contemplated herein, on the Effective Date, the Debtors shall establish and fund the Convenience Claim Reserve with Cash equal to the Convenience Claims Cash Pool. The Convenience Claim Reserve shall be maintained in trust solely for the Holders of Allowed Convenience Claims and Holders of Allowed General Unsecured Claims who make the Convenience Claim Election. Such funds shall not be considered property of the Estates of the Debtors or the Post-Effective Date Debtors, as applicable. The distribution to Holders of Allowed Convenience Claims shall be paid in Cash to such Holders from the Convenience Claim Reserve as soon as reasonably practicable after such Convenience Claims are Allowed. When all Allowed Convenience Claims have been paid in full, any remaining amount in the Convenience Claim Reserve shall promptly be paid to the Post-Effective Date Debtors without any further notice to, action, order, or approval of the Bankruptcy Court. Additionally, the Debtors shall utilize the remaining funds, if any, allocated pursuant to that certain *Final Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(b)(9) Claimants, and Lien Claimants, (II) Granting Administrative Expense Priority to All Undisputed Obligations on Account of Outstanding Orders, and (III) Granting Related Relief* [Docket No. 246] in accordance with the terms thereof.

B. Reception Purchaser Settlement.

1. Reception Purchaser Settlement Terms.

The Allowance and treatment of the Reception Purchaser Facility Claims under this Plan, together with the other terms and conditions set forth in this Plan and the Confirmation Order (including the releases of and by the Non-Participating Holders set forth herein and in the Confirmation Order), reflects the proposed compromise and settlement of the Reception Purchaser First Lien Claims and any and all Causes of Action that were or could have been alleged in any Non-Participating Holder Litigation pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code among the Reception Purchaser Settlement Parties. The Reception Purchaser Settlement is incorporated into this Plan and includes the following terms and conditions:

1. The Reception Purchaser Facility Claims shall be Allowed against the Debtors on the Effective Date in the amount of \$57,964,814, plus applicable interest, fees, costs, expenses, and premiums.
2. On the Effective Date, and subject to the Non-Participating Holders' compliance with the terms hereof, the Debtors shall pay the Reception Purchaser Settlement Amount in Cash to the Non-Participating Holders, with Axos Financial, Inc. to receive 58.29% and Siemens Financial Services, Inc. to receive 41.71% of the Reception Purchaser Settlement Amount;
3. As consideration for the Reception Purchaser Settlement Amount, the Non-Participating Holders (and their respective Affiliates and their and their Affiliates' respective Related Parties) shall (a) effective automatically and immediately upon the Effective Date concurrent with the payment of the Reception Purchaser Settlement Amount, waive, withdraw, extinguish, and finally and forever release and discharge, with prejudice (as applicable), any and all Claims and Causes of Action that were or could have been alleged in the Chapter 11 Cases or in any of the Non-Participating Holder Litigation and all other Reception Purchaser Settlement Released Claims, and (b) not seek, pursue, or receive any other recovery pursuant to this Plan or otherwise from any Reception Purchaser Settlement Party on account of such Claims and Causes of Action.

4. In connection with the payment of the Reception Purchaser Settlement Amount pursuant to the treatment set forth in Article III.B hereof, the Non-Participating Holders shall withdraw with prejudice all claims and Causes of Action asserted in the Non-Participating Holder Litigation (in accordance with the following paragraphs 5 and 6, as applicable) and the Chapter 11 Cases.

5. Not later than two (2) Business Days after the Effective Date, Axos Financial, Inc. (x) shall formally, by publicly docketed filing in the Illinois Action, provide notice that: "Pursuant to an agreement between the parties, the Order of Dismissal entered May 5, 2026 shall be considered by the parties to be a dismissal with prejudice and Axos Financial, Inc. agrees it will not refile or reinstate such action," and (y) shall also file in the Illinois Action a motion to amend the order of dismissal to state dismissal is with prejudice, which motion shall be in a form reasonably satisfactory to Antares Capital, LP. The parties recognize that due to jurisdictional and/or procedural aspects of Illinois law, the Illinois court may decline to enter such an order, but irrespective of the outcome of the motion, all Reception Purchaser Settlement Parties, including Axos Financial, Inc., shall treat the Illinois Action as dismissed with prejudice and shall be estopped from any attempt to refile it. Axos Financial, Inc. shall take all steps reasonably necessary to accomplish the foregoing.

6. From and after the Effective Date, the Non-Participating Holders shall, as soon as practical and in coordination with each of the other Reception Purchaser Settlement Parties, make any filings and take any other actions that the Reception Purchaser Settlement Parties deem necessary and appropriate to dismiss with prejudice or otherwise permanently terminate the New York Action for no further consideration than the Reception Purchaser Settlement Amount.

7. The Debtors shall pay the reasonable, documented, and invoiced fees of B. Riley Securities on the Effective Date, which shall be the lesser of (i) the actual amount of reasonable, documented, and invoices fees incurred by B. Riley Securities as of April 26, 2026 and (ii) \$275,000.

8. The Non-Participating Holders shall not object to Confirmation of this Plan and shall not opt out of the Third-Party Release. Any opt out of any third-party release, including, for the avoidance of doubt, the Third-Party Release, or any votes against this Plan shall be disregarded and of no force and effect.

9. The Non-Participating Holders shall be Released Parties and Releasing Parties under this Plan, *provided* that the releases contemplated in this Article IV are in addition to and cumulative to the releases set forth in Article VIII; *provided* that, in the event of any inconsistency between the releases set forth in Article VIII hereof and Article IV.B.2.a, the release provisions of Article IV.B.2.a shall control.

10. Pending approval of the Reception Purchaser Settlement pursuant to Confirmation, the Reception Purchaser Settlement Parties agree to a standstill on discovery or scheduling disputes related to the Non-Participating Holder Litigation (or any other proceeding related to the liability management transaction at issue in such aforementioned proceedings), and to postpone any upcoming deadlines pending approval of the Reception Purchaser Settlement; *provided* that all related deadlines will be tolled during such standstill.

This Plan shall be deemed a motion to approve the good faith compromise and settlement of the Reception Purchaser Settlement pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, within the range of reasonableness, and in the best interests of the Debtors and their Estates.

2. Reception Purchaser Settlement Release.

(a) Mutual Release.

Except as otherwise specifically provided in this Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed,

as of the Effective Date, each Reception Purchaser Settlement Party is deemed to have, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released, absolved, acquitted, and discharged each other Reception Purchaser Settlement Party from any and all Claims (including attorneys' fees) and Causes of Action, of any kind or nature whatsoever, whether known or unknown, including any derivative claims asserted or assertable on behalf of any Reception Purchaser Settlement Party or its Affiliates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or herein-after arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Reception Purchaser Settlement Party or its Estate (if applicable), Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively), based on, relating to, or in connection with, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof or otherwise); the Agents, the STG Distribution Secured Parties, and the Ad Hoc Group; the purchase, sale, or rescission of any Security of the Debtors or the Post-Effective Date Debtors; the Restructuring Transactions; the Chapter 11 Cases; the subject matter of, or the transactions or events giving rise to, any Claim, Equity Interest, or Intercompany Interest that is treated in this Plan; the business or contractual arrangements or interaction between or among any Debtor and any Released Party; the distribution of any Cash or other property of the Debtors to any Released Party; the assertion of or enforcement of rights or remedies against the Debtors; the restructuring of any Claim, Equity Interest, or Intercompany Interest before or during the Chapter 11 Cases; the Debtors' in- or out-of-court restructuring efforts (including, but not limited to, the sale and marketing efforts related thereto); the intercompany transactions between or among the Debtors or between the Debtors and their non-Debtor Affiliates; the Restructuring Support Agreement; the STG Distribution Credit Agreement; the Reception Purchaser Credit Agreement; the Equipment Financings; the DIP Facility (including the DIP Orders and the DIP Documents); the Takeback Term Loan Facility (including the Takeback Term Loan Facility Documents); the Exit RCF Facility (including the Exit RCF Facility Documents); the 2024 Equity Transactions; the 2024 Refinancing Transactions; the Non-Participating Holder Litigation; the Disclosure Statement Order; the Confirmation Order; the First Day Pleadings; the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, this Plan, the Plan Supplement, or the Restructuring Transactions; any contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the DIP Facility, this Plan, or the Plan Supplement; the filing of the Chapter 11 Cases; the pursuit of Confirmation; the pursuit of Consummation; the Investigation; the administration and implementation of this Plan (including the issuance or distribution of securities pursuant to this Plan or the distribution of property under this Plan or any other related agreement); or any other act or omission, transaction, agreement, event, or other occurrence with respect to any of the foregoing taking place on or before the Effective Date. For the avoidance of doubt, and notwithstanding anything to the contrary herein, the parties agree that the releases set forth in this Article IV.B.2.a expressly exclude any Cause of Action arising out of a business relationship among any Reception Purchaser Settlement Parties to the extent that such business relationship and Cause of Action arising therefrom are unrelated to the Debtors and any subject matter listed in this Article IV.B.2.a (by way of illustration, a Cause of Action related to a liability management transaction for a company other than the Debtors and unrelated to the 2024 Refinancing Transactions (and actions taken in connection therewith) is not within the subject matter listed in this Article IV.B.2.a).

(b) Representations and Waivers.

As to each and every Reception Purchaser Settlement Released Claim, each Reception Purchaser Settlement Party hereby represents and warrants that it has received the advice of legal counsel with regard to the releases contained herein and, having been so advised and to the fullest extent permitted by Law, specifically waives the benefit and protections of any Law that may provide that a general release does not extend to claims that such Reception Purchaser Settlement Party does not know or suspect to exist in its favor at the time of executing the general release, which, if known by such Reception Purchaser Settlement Party, might have materially affected its settlement with the other Reception Purchaser Settlement Parties (or for any similar or analogous limitation on the breadth of a release). Notwithstanding anything to the contrary in this Plan, to the extent that California law is proposed to apply or is deemed to apply to the release and indemnification provisions set forth in this Article IV.B.2, the foregoing waiver is specifically intended by each Reception Purchaser Settlement Party to waive the benefits and protections of Section 1542 of the Civil Code of California, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Further, each Reception Purchaser Settlement Party hereby represents and warrants that (i) such Reception Purchaser Settlement Party has the requisite corporate, partnership, limited liability company, or trust power and authority to perform any obligation arising from the Reception Purchaser Settlement on behalf of itself and has taken all necessary corporate, partnership, trust, or other action to authorize the performance of any such obligation on behalf of itself and (ii) the Reception Purchaser Settlement, including this Article IV.B.2, constitutes the legal, valid, and binding obligations of it, enforceable against it in accordance with the terms of the Reception Purchaser Settlement and this Plan, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar Laws affecting the enforceability of creditors' rights generally.

(c) Future Discoveries.

Each Reception Purchaser Settlement Party hereby acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true with respect to the Reception Purchaser Settlement Released Claims, which, if known at the time of agreeing to the Reception Purchaser Settlement, may have materially affected the Reception Purchaser Settlement and such Reception Purchaser Settlement Party's decision to enter into the Reception Purchaser Settlement. Each Reception Purchaser Settlement Party hereby intends to assume and does assume the risk of existing but as yet unknown Claims and agrees that the release set forth in this Article IV.B.2 shall be and shall remain effective in all respects, notwithstanding any such differences or additional facts. Each Reception Purchaser Settlement Party understands, acknowledges, and agrees that the releases set forth in this Article IV.B.2 may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of the provisions of such releases. Each Reception Purchaser Settlement Party agrees that no fact, event, circumstance, evidence, or transaction which could now be asserted, or which may hereafter be discovered shall affect in any manner the final, absolute, and unconditional nature of the Reception Purchaser Settlement and the releases set forth in this Article IV.B.2.

(d) Turnover of Subsequently Recovered Assets.

In the event that any Reception Purchaser Settlement Party (including any successor or assignee thereof and including any third party, estate, trustee, debtor-in-possession, creditor, creditors' committee, or any other person or entity in connection with any bankruptcy or insolvency proceeding), is successful in pursuing or such Reception Purchaser Settlement Party otherwise receives, directly or indirectly, voluntarily or involuntarily, any funds, property, or other value on account of any Claim or Cause of Action against any other Reception Purchaser Settlement Party that was released pursuant to Article IV.B.2.a (or that would have been released if the person or entity bringing such Claim or Cause of Action were a party to the Reception Purchaser Settlement), such Reception Purchaser Settlement Party agrees that it shall (a) not commingle such recovery with any of its other assets, if it does receive such recovery, and (b) promptly turnover and assign any such recoveries exclusively to, and hold them in trust exclusively for, such Reception Purchaser Settlement Party from where they were recovered, as applicable.

(e) Covenant Not to Sue.

Each Reception Purchaser Settlement Party agrees that it shall not support, encourage, or facilitate any other Person or Entity in taking any action in respect of, related to, in connection with, or in any way whatsoever connected to any Claim or Cause of Action released pursuant to Article IV.B.2.a, whether directly or indirectly or in any other manner; *provided* that the foregoing shall not prohibit any Reception Purchaser Settlement Party from complying with applicable law, regulation, subpoena, court order, civil investigative demand or other legal or regulatory process by a Governmental Unit; *provided further* that each Reception Purchaser Settlement Party represents, warrants and covenants that it and its Related Parties have not initiated or requested any such legal or regulatory process by a Governmental Unit relating to the Debtors or any subject matter listed in Article IV.B.2.a, and is unaware of the existence of any investigation (which excludes ordinary course requests for information and/or documentation by regulatory agencies) relating to the Debtors or any subject matter listed in Article IV.B.2.a by a Governmental Unit.

Each of the Reception Purchaser Settlement Parties hereby further agrees and covenants not to, and shall not, and shall cause each of its respective controlled Affiliates to not, individually or with any other person or entity, assert, file, commence, or prosecute, or support, encourage, assist, or otherwise aid (unless legally compelled) any other person or entity in the assertion, filing, commencement, or prosecution of any charge, lawsuit, complaint, or proceeding, whether directly, derivatively, or otherwise, with respect to any Reception Purchaser Settlement Released Claim against any Reception Purchaser Settlement Party, including any Non-Participating Holder Litigation. If any such proceeding is so commenced, then the Reception Purchaser Settlement Party commencing such proceeding (or whose respective Affiliate commences such proceeding) shall immediately cause it to be dismissed, and the Reception Purchaser Settlement Party or other released person or entity subject thereto shall, in accordance with Article IV.B.2.h, be reimbursed by the Reception Purchaser Settlement Party that commenced or supported such proceeding (or whose respective Affiliate commenced or supported such proceeding) for all reasonable fees, costs, and expenses incurred in connection therewith (including, without limitation, any and all attorneys' fees), without limitation of any other rights and remedies.

(f) Amendments; Successors and Assigns; Third Party Beneficiaries.

The terms of the Reception Purchaser Settlement (including any provisions in this Plan relating thereto) may not be waived, amended, or otherwise modified without the prior written consent of each of the Debtors, the Non-Participating Holders, the Consenting Stakeholders, and Antares Capital LP. Neither the Reception Purchaser Settlement nor any of the rights or obligations thereunder may be assigned or delegated by any Reception Purchaser Settlement Party without the prior written consent of the other Reception Purchaser Settlement Parties, and then only to a Person who has agreed to be bound by the provisions of the Reception Purchaser Settlement, including this Article IV.B. The Reception Purchaser Settlement shall be binding upon and inure to the benefit of the Reception Purchaser Settlement Parties and their respective successors and permitted assigns. Any Person released pursuant to this Article IV.B.2 who is not a named Reception Purchaser Settlement Party shall have the rights of an intended third-party beneficiary with respect to the provisions of the Reception Purchaser Settlement. Except as set forth in this Article IV.B.2.f, no other Person that is not a Reception Purchaser Settlement Party shall be deemed a third-party beneficiary of any provision of the Reception Purchaser Settlement or shall otherwise be entitled to enforce any provision thereof.

(g) No Strict Construction.

Each of the Reception Purchaser Settlement Parties have participated jointly in the negotiation and drafting of this Article IV.B.2. In the event an ambiguity or question of intent or interpretation arises, this Article IV.B.2 shall be construed as if drafted jointly by the Reception Purchaser Settlement Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Reception Purchaser Settlement Party by virtue of the authorship of any of the provisions of this Article IV.B.2.

(h) Remedies; Specific Performance.

If any Reception Purchaser Settlement Party (including any Affiliate or Related Party thereof) fails to comply with this Reception Purchaser Settlement, including Article IV.B.2(e), and is determined by a Final Order of a court of competent jurisdiction to have breached the terms of the Reception Purchaser Settlement (other than an excusable delay in performing the obligations set forth in Article IV.B.1.5 and Article IV.B.1.6), such Reception Purchaser Settlement Party shall pay to the non-breaching Reception Purchaser Settlement Parties, in addition to any damages that any other Reception Purchaser Settlement Party may sustain as a result of such violation, all reasonable and documented attorneys' fees and other advisors' fees and costs incurred by such non-breaching Reception Purchaser Settlement Parties as a result of such violation. Further, each of the Reception Purchaser Settlement Parties agree that irreparable damage would occur if any provision of this Article IV.B.2 were not performed in accordance with its terms, and each Person having any rights under any provision of this Article IV.B.2 shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Article IV.B.2 and to seek the remedy of specific performance of one or more such breached provisions and agreements and injunctive and other equitable relief in addition to any other remedy or rights to which such Reception Purchaser Settlement Parties may be entitled, whether at law or in equity. All such rights and remedies shall be cumulative and non-exclusive and may be exercised singularly or concurrently. In the event that any of the Non-Participating Holders or any of their Related Parties are determined by a Final Order of a court of competent

jurisdiction to have breached the terms of the Reception Purchaser Settlement (other than an excusable delay in performing the obligations set forth in Article IV.B.1.5 and Article IV.B.1.6), such breaching Reception Purchaser Settlement Party (or, if such breaching Reception Purchaser Settlement Party is a Related Party of a Non-Participating Holder, such Non-Participating Holder) shall, in addition to and without prejudice to the assertion of any remedies by the alleging party, immediately return to the Reorganized Debtors the breaching Reception Purchaser Settlement Party's *pro rata* share (or, if such breaching Reception Purchaser Settlement Party is a Related Party of a Non-Participating Holder, such Non-Participating Holder's *pro rata* share) of the total previously received Reception Purchaser Settlement Amount.

(i) No Admission of Liability.

Nothing in this Article IV.B.2 shall be deemed an admission of liability by any Reception Purchaser Settlement Party with respect to any of the Claims or Causes of Action released pursuant to this Article IV.B.2.

C. *Restructuring Transactions.*

Before, on, and after the Effective Date, the Debtors or the Post-Effective Date Debtors shall consummate the Restructuring Transactions and may take all actions as may be necessary or appropriate to effectuate any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan that are consistent with and pursuant to the terms and conditions of this Plan, including, as applicable: (i) the execution and delivery of any appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of this Plan and the other Definitive Documents; (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 this Plan, and the other Definitive Documents; (iii) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state Law; (iv) the implementation of the Management Incentive Plan and any reservation or distribution of MIP Equity; (v) the issuance and distribution of the Reorganized Equity as set forth in this Plan; (vi) the execution of any Takeback Term Loan Facility Documents, Exit RCF Facility Documents, Takeback Equipment Financing Agreements, including the granting of any security interests and Liens pursuant to the terms thereof; (vii) the execution and delivery of the New Governance Documents and any certificates or articles of incorporation, bylaws, or such other applicable formation documents (if any) of each Post-Effective Date Debtor (including all actions to be taken, undertakings to be made, obligations to be incurred, and fees and expenses to be paid by the Debtors and/or the Post-Effective Date Debtors, as applicable); (viii) such other transactions that, in the reasonable business judgment of the Debtors or the Post-Effective Date Debtors, as applicable, are required to effectuate the Restructuring Transactions; and (ix) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Confirmation Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, Post-Effective Date Debtors, and the Consenting Stakeholders, as applicable, to take all actions as may be necessary or appropriate to effectuate any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan.

D. *The Post-Effective Date Debtors.*

On the Effective Date, the New Board shall be established, and each Post-Effective Date Debtor shall adopt its New Governance Documents, subject in all respects to the consent rights of the Required Consenting FLFO Term Lenders. The Post-Effective Date Debtors shall be authorized to adopt any other agreements, documents, and instruments and to take any other actions contemplated under this Plan as necessary to consummate this Plan.

E. *Sources of Consideration for Plan Distributions.*

The Debtors shall fund or make distributions under this Plan, as applicable, with: (i) the Reorganized Equity; (ii) the Debtors' Cash on hand; (iii) the Convenience Claim Reserve; (iv) the Takeback Term Loans; (v) the Exit RCF Facility; and (vi) the Takeback Equipment Financing Debt. Each distribution and issuance referred to in Article VI

of this Plan shall be governed by the terms and conditions set forth in this Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain Securities in connection with this Plan, including the Reorganized Equity, is expected to be exempt from Securities Act registration, as described more fully in Article IV.L below.

1. Issuance of the Reorganized Equity.

Post-Effective Date STG shall be authorized to issue a certain amount of Reorganized Equity on account of the Claims as set forth in Articles II and III hereof, pursuant to its New Governance Documents as well as any options or other equity awards, if any, reserved for the Management Incentive Plan. The issuance of the Reorganized Equity shall be authorized without the need for any further corporate action. On the Effective Date, the Reorganized Equity shall be issued and distributed pursuant to, and in accordance with, this Plan.

All Reorganized Equity issued pursuant to this Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in Article VI hereof shall be governed by the terms and conditions set forth in this Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, including the New Governance Documents, which terms and conditions shall bind each Entity receiving such distribution or issuance. Any Entity's acceptance of Reorganized Equity shall be deemed to constitute its agreement to the New Governance Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms, without the need for execution by any party thereto other than the applicable Post-Effective Date Debtor(s). The Reorganized Equity will not be registered or listed under the Securities Act or on any securities exchange as of the Effective Date.

2. Takeback Term Loan Facility and Exit RCF Facility.

On the Effective Date, Post-Effective Date STG (including any Post-Effective Date Debtors that are to be borrowers or guarantors under the Takeback Term Loans and the Exit RCF Facility) shall issue the Takeback Term Loans on the terms set forth in the Takeback Term Loan Facility Documents and enter into the Exit RCF Facility on the terms set forth in the Exit RCF Facility Documents. To the extent not already approved, the Confirmation Order shall be deemed approval of the Takeback Term Loan Facility Documents and the Exit RCF Facility Documents, as applicable, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by Post-Effective Date STG in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization of Post-Effective Date STG to enter into and execute the Takeback Term Loan Facility Documents and the Exit RCF Facility Documents as may be required to effectuate the Takeback Term Loans and the Exit RCF Facility.

On the Effective Date, all of the Liens and security interests to be granted in accordance with the Takeback Term Loan Facility Documents and the Exit RCF Facility Documents, to the extent applicable: (a) shall be deemed to be granted; (b) shall be legal, binding, automatically perfected, non-avoidable, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Takeback Term Loan Facility Documents and the Exit RCF Facility Documents; (c) shall be deemed automatically perfected on or prior to the Effective Date, subject only to such Liens and security interests as may be permitted under the respective Takeback Term Loan Facility Documents and the Exit RCF Facility Documents; and (d) shall not be subject to avoidance, recharacterization, or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers, fraudulent transfers, or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law.

Post-Effective Date STG and the Entities granting such Liens and security interests to secure the obligations under the Takeback Term Loan Facility Documents and the Exit RCF Facility Documents shall be authorized to enter into all agreements and make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of this Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings

that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

3. Takeback Equipment Financing Debt.

On the Effective Date, the Post-Effective Date Debtors shall enter into the Takeback Equipment Financing Agreements. To the extent applicable, Confirmation of the Plan shall be deemed to be (a) approval of the Takeback Equipment Financing Debt (including the transactions and related agreements contemplated thereby and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors or Post-Effective Date Debtors, as applicable, in connection therewith), to the extent not approved by the Bankruptcy Court previously and (b) authorization for the Debtors or the Post-Effective Date Debtors, as applicable, to, without further notice to or order of the Bankruptcy Court, (i) execute and deliver those documents and agreements necessary or appropriate to enter into the Takeback Equipment Financing Agreements, and incur any pay any fees and expenses in connection therewith, and (ii) act or take action under applicable Law, regulation, order, or rule or vote, consent, authorization, or approval of any person, subject to such modifications as the Debtors or the Post-Effective Date Debtors, as applicable, may deem necessary to issue the Takeback Equipment Financing Debt.

As of the Effective Date, upon the granting of Liens in accordance with the Takeback Equipment Financing Agreements, all of the Liens and security interests, if any, to be granted in accordance with the Takeback Equipment Financing Agreements shall (a) be deemed to be granted, (b) be legal, binding, automatically perfected, non-avoidable, and enforceable Liens on, and security interests in, the applicable collateral in accordance with the respective terms of the Takeback Equipment Financing Agreements, (c) be deemed perfected on or prior to the Effective Date, subject only to such Liens and security interests, if any, as may be permitted under the Takeback Equipment Financing Agreements, and (d) not be subject to avoidance, recharacterization, or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers, fraudulent transfers, or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy Law.

To the extent provided in the applicable Takeback Equipment Financing Agreements, the Holder(s) of Liens, if any, under the Takeback Equipment Financing Agreements are authorized to file with the appropriate authorities mortgages, financing statements, and other documents and to take any other action in order to evidence, validate, and perfect such Liens or security interests. The guarantees, mortgages, pledges, Liens, and other security interests, if any, granted to secure the obligations arising under the Takeback Equipment Financing Agreements have been granted in good faith, for legitimate business purposes, and for reasonably equivalent value as an inducement to the lenders thereunder to extend credit thereunder and shall be deemed not to constitute a fraudulent conveyance or fraudulent transfer and shall not otherwise be subject to avoidance, recharacterization, or subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy Law, and the priorities of such Liens and security interests, if any, shall be as set forth in the Takeback Equipment Financing Agreements.

The Post-Effective Date Debtors and the Persons and Entities granted such Liens and security interests, if any, shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests, if any, under the provisions of the applicable state, federal, or other Law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required) and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable Law to give notice of such Liens and security interests, if any, to third parties.

F. Corporate Existence.

Except as otherwise provided in this Plan or the Definitive Documents, including the Restructuring Steps Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which such Debtor is incorporated or formed and pursuant to the certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or

other formation documents) are amended under this Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to this Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal Law). On or after the Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Post-Effective Date Debtors may be amended or modified on the terms therein without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or after the Effective Date, one or more of the Post-Effective Date Debtors may be disposed of, dissolved, wound down, or liquidated pursuant to the Restructuring Steps Plan or otherwise, without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, and the Post-Effective Date Debtors are authorized to take all actions necessary or appropriate to effectuate the foregoing.

G. Vesting of Assets in the Post-Effective Date Debtors.

Except as otherwise provided in this Plan or in any agreement, instrument, or other document incorporated in this Plan, on the Effective Date, all property in each Debtor's Estate, all Retained Causes of Action belonging to the Debtors or the Estates, and any property acquired by any of the Debtors under this Plan shall vest in each respective Post-Effective Date Debtor, free and clear of all Liens, Claims, charges, or other encumbrances (except for Liens securing Other Secured Claims that are Reinstated pursuant to this Plan, as applicable). On and after the Effective Date, except as otherwise provided herein or in the Confirmation Order, each Post-Effective Date Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Equity Interests, Intercompany Interests, or Retained Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. For the avoidance of doubt, no Post-Effective Date Debtor (including any Post-Effective Date Debtor ultimately being wound down and liquidated in connection with the Restructuring Transactions, including as set forth in the Restructuring Steps Plan) shall be treated as being liable on any Claim that is discharged pursuant to this Plan.

H. Corporate Action.

Upon the Effective Date, all actions contemplated by this Plan and Definitive Documents shall be deemed authorized and approved by the Bankruptcy Court in all respects without any further corporate or equity holder action, including, as applicable, in each case subject to any applicable consent rights in the Restructuring Support Agreement: (a) the implementation of the Restructuring Transactions; (b) selection of the directors, officers, or managers for the Post-Effective Date Debtors; (c) the distribution of the Reorganized Equity; (d) all other actions contemplated under this Plan (whether to occur before, on, or after the Effective Date); (e) adoption of the New Governance Documents; (f) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; and (g) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions (whether to occur before, on, or after the Effective Date). All matters provided for in this Plan involving the corporate structure of the Debtors or the Post-Effective Date Debtors, and any corporate action required by the Debtors or the Post-Effective Date Debtors, as applicable, in connection with this Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the equity security Holders, directors, officers, or managers of the Debtors or the Post-Effective Date Debtors, as applicable. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors or the Post-Effective Date Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under this Plan (or necessary or desirable to effect the transactions contemplated under this Plan) in the name of and on behalf of the Post-Effective Date Debtors, including the Reorganized Equity, the New Governance Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.H shall be effective notwithstanding any requirements under non-bankruptcy law.

I. New Governance Documents.

On or immediately prior to the Effective Date, the New Governance Documents shall be adopted or amended in a manner acceptable to the Debtors, as may be necessary to effectuate the transactions contemplated by this Plan. With respect to provisions of the New Governance Documents that relate to the releases, exculpation, injunction, indemnification, or directors' and officers' liability insurance provisions related to any Consenting Sponsor, or that would materially, directly, and adversely impact any Consenting Sponsor in a manner inconsistent with the

Restructuring Support Agreement, such provisions are subject to the consent of the applicable Consenting Sponsor as incorporated by Article I.H of this Plan. To the extent required under this Plan or applicable non-bankruptcy law, each of the Post-Effective Date Debtors will file its New Governance Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation or formation in accordance with the corporate laws of the respective state, province, or country of incorporation or formation to the extent such filing is required for each such document. The New Governance Documents will prohibit the issuance of non-voting equity securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. For the avoidance of doubt, the New Governance Documents shall be included in the Plan Supplement. After the Effective Date, each Post-Effective Date Debtor may amend and restate its constituent and governing documents as permitted by the Laws of its jurisdiction of incorporation or formation and the terms of such documents, and the Post-Effective Date Debtors may file such amended certificates or articles of incorporation, bylaws, or other applicable formation and constituent documents as permitted by the Laws of the applicable states, provinces, or countries of incorporation or formation and the New Governance Documents. For the avoidance of doubt, any claimant's acceptance of the Reorganized Equity shall be deemed to constitute its agreement to be bound by the New Governance Documents without the need for execution by any party other than the Post-Effective Date Debtors.

J. Directors and Officers of the Post-Effective Date Debtors.

On the Effective Date, the term of the current Governing Body, including any special committee formed by the current Governing Body, of the Debtors shall expire, and the directors for the initial term of the New Board shall be appointed, subject in all respects to the consent rights of the Required Consenting FLFO Term Lenders. The initial directors of the New Board will be identified in the Plan Supplement, to the extent known at the time of filing. Except to the extent that a current director on the board of directors of STG is designated to serve as a director, manager, or sole manager of a Post-Effective Date Debtor, the current directors on the board of directors of STG prior to the Effective Date, in their capacities as such, have no continuing obligations to STG and such director shall be deemed to have resigned or shall otherwise cease to be a director of STG on the Effective Date. Each such member and officer of the Post-Effective Date Debtors shall serve from and after the Effective Date pursuant to the terms of the New Governance Documents and other constituent documents of the Post-Effective Date Debtors.

K. Effectuating Documents; Further Transactions.

On and after the Effective Date, the Post-Effective Date Debtors and the New Board are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of this Plan and the Definitive Documents, including the Securities issued pursuant to this Plan, in the name of and on behalf of the Post-Effective Date Debtors, without the need for any approvals, authorization, or consents except for those expressly required pursuant to this Plan.

L. Certain Securities Law Matters.

Pursuant to section 1145 of the Bankruptcy Code, or, to the extent that section 1145 of the Bankruptcy Code is either not permitted or not applicable, section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration, it is expected that the offering, issuance, and distribution of the Reorganized Equity as contemplated herein shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. federal, state, or local laws requiring registration prior to the offering, issuance, distribution, or sale of securities.

The Reorganized Equity to be issued under this Plan on account of Allowed Claims in accordance with, and pursuant to, section 1145 of the Bankruptcy Code will be freely transferable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an "underwriter" in section 2(a)(11) of the Securities Act, compliance with any applicable state or non-U.S. securities laws, if any, and the rules and regulations of the United States Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments; and (b) any restrictions on the transferability of the Reorganized Equity as set forth in the New Governance Documents.

The Reorganized Equity, including the MIP Equity, that may be issued pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act, Regulation D thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration will be considered “restricted securities,” will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act.

The Post-Effective Date Debtors need not provide any further evidence other than this Plan or the Confirmation Order to any Entity (including DTC and any transfer agent for the Reorganized Equity) with respect to the treatment of the Reorganized Equity to be issued under this Plan under applicable securities laws. Should the Post-Effective Date Debtors elect on or after the Effective Date to reflect any ownership of the Reorganized Equity through the facilities of DTC, DTC shall be required to accept and conclusively rely upon this Plan and the Confirmation Order in lieu of a legal opinion regarding whether the Securities to be issued under this Plan are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding anything to the contrary in this Plan, no Entity (including, for the avoidance of doubt, DTC or any transfer agent for Securities) may require a legal opinion regarding the validity of any transaction contemplated by this Plan, including, for the avoidance of doubt, whether the Securities to be issued under this Plan are exempt from registration and/or eligible for book-entry delivery, settlement, and depository services (to the extent applicable).

M. Management Incentive Plan.

On or within thirty (30) days following the Effective Date, the New Board shall adopt and implement the Management Incentive Plan to be used to incentivize and compensate employees, directors, consultants, and other services providers of the Post-Effective Date Debtors, which Management Incentive Plan will include the ability to grant restricted stock units, options, Reorganized Equity, or other rights exercisable, exchangeable, or convertible into Reorganized Equity (or equivalent Cash value thereof) in accordance with the Restructuring Support Agreement.

N. Preservation of Retained Causes of Action.

In accordance with section 1123(b) of the Bankruptcy Code, but subject to Article VIII hereof, all Causes of Action shall vest in the Post-Effective Date Debtors as Retained Causes of Action. For the avoidance of doubt, any Cause of Action released by the Debtors pursuant to the releases and exculpations contained in this Plan, including Article VIII hereof, shall not be considered a Retained Cause of Action. The Post-Effective Date Debtors shall have the exclusive right, authority, and discretion to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment such Retained Causes of Action, as appropriate, in accordance with the best interests of the Post-Effective Date Debtors and 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 Retained Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. For the avoidance of doubt, any Claims or Causes of Action against the Consenting Stakeholders and/or their Affiliates and/or advisors shall not be Retained Causes of Action. The Released Preference Actions shall not be Retained Causes of Action.

No Person or Entity may rely on the absence of a specific reference in the Schedule of Retained Causes of Action, this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or Post-Effective Date Debtors, as applicable, will not pursue any and all available Retained Causes of Action against it. The Debtors and Post-Effective Date Debtors expressly reserve all rights to prosecute any and all Retained Causes of Action against any Person or Entity, except as otherwise expressly provided in this Plan, including Article VIII of this Plan.

The Post-Effective Date Debtors shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters, including (x) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (y) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement to file motions or substitutions of parties or counsel in each such matter.

O. Director and Officer Liability Insurance.

After the Effective Date, the Post-Effective Date Debtors shall not terminate or otherwise reduce the coverage under any D&O Liability Insurance Policy in effect or purchased as of or following the execution date of the Restructuring Support Agreement (including any tail policy), and any members, managers, directors, and officers of the Debtors who served in such capacity at any time before the Effective Date and any other individuals, in each case, covered by such existing insurance policies, shall be entitled to the full benefits of such policy, to the extent of the terms and limitations of such policy, for the full term of such policy regardless of whether such members, managers, directors, officers, or other individuals remain in such positions after the Effective Date.

Notwithstanding anything herein to the contrary, the Debtors or Post-Effective Date Debtors, as applicable, shall retain the ability to supplement such D&O Liability Insurance Policies as the Debtors or Post-Effective Date Debtors deem necessary, including by purchasing any tail coverage (including a tail policy).

P. Employment Obligations.

All Assumed Plans shall be assumed by the Post-Effective Date Debtors as of the Effective Date and shall remain in place. The Post-Effective Date Debtors shall continue to honor their obligations under such Assumed Plans; *provided* that the Assumed Plans shall not include any equity or equity-based programs and awards in effect as of the Petition Date and such awards and rights shall be terminated as of the Effective Date for no consideration.

Q. Cancellation of Notes, Instruments, Certificates, and Other Documents.

Except for the purpose of evidencing a right to a distribution under this Plan, on the Effective Date, except as otherwise specifically provided for in this Plan or the Plan Supplement: (1) the obligations of any Debtor under all certificates, shares, notes, bonds, indentures, purchase rights, or other instruments or documents, directly or indirectly evidencing or creating any indebtedness or obligations of or ownership interest, equity, or portfolio interest in the Debtors or any warrants, options, or other securities exercisable or exchangeable for, or convertible into, debt, equity, ownership, or profits interests in the Debtors giving rise to any Claim, Equity Interest, or Intercompany Interest shall be cancelled and deemed surrendered to the Debtors without any need for a Holder to take further action with respect thereto, and the Debtors shall not have any continuing obligations thereunder and Holders of or parties to such cancelled instruments, certificates, and other documentation will have no rights arising from or relating to such instruments, certificates, and other documentation, or the cancellation thereof, except the rights, distributions, and treatment provided for pursuant to this Plan or the Confirmation Order; and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificates or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indenture, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be fully released, settled, compromised and discharged.

Notwithstanding the foregoing or anything to the contrary herein or in the Confirmation Order, the Prepetition Debt Documents shall continue in effect solely for the purposes of: (a) allowing Holders of Funded Debt Claims and the Agents to (i) receive and accept distributions under the Plan on account of such Claims, (ii) appear and be heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, including to enforce any obligation under this Plan or the Confirmation Order owed to the Agents or Holders of such Claims, and (iii) receive compensation and reimbursement for any reasonable and documented fees and expenses incurred in connection with the implementation, consummation, and defense of this Plan and the Confirmation Order to the extent provided by this Plan and the Confirmation Order; (b) allowing and preserving the rights of the Agents to (i) receive and make distributions on account of such Claims, (ii) maintain, enforce, and exercise any right to compensation, indemnification, expense reimbursement, priority of payment, immunity, exculpation, contribution, or any other claim or entitlement that the Agents may have under the Prepetition Debt Documents; *provided* that, subject to the terms of this Plan, any such indemnification or contribution rights under the Prepetition Debt Documents shall be limited to rights with respect to Persons other than the Debtors, and (iii) assert or maintain any rights the Agents have against any money or property distributable or allocable to Holders of such claims for amounts not paid or required to be paid hereunder; and (c) in each case, allowing Holders of Funded Debt Claims and the Agents to perform any functions that are necessary to effectuate the foregoing.

R. Section 1146 Exemption.

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Post-Effective Date Debtor, as applicable, or to any other Person) of property under this Plan or pursuant to: (i) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Post-Effective Date Debtors, as applicable, including the Reorganized Equity; (ii) the Restructuring Transactions; (iii) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (iv) the making, assignment, or recording of any lease or sublease; or (v) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to 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, personal property transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146 of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

S. Closing the Chapter 11 Cases.

On or following the Effective Date, the Post-Effective Date Debtors shall be permitted, subject to the Filing of appropriate motion by the Post-Effective Date Debtors, to close all of the Chapter 11 Cases except one, and all contested matters relating to any Post-Effective Date Debtor, including objections to Claims, shall be administered and heard in such remaining Chapter 11 Case.

When all Disputed Claims have become Allowed or Disallowed and all distributions have been made in accordance with this Plan, the Post-Effective Date Debtors may seek authority to close any remaining Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules.

**ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

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

Except as otherwise provided in this Plan or otherwise agreed to by the Debtors and the counterparty to an Executory Contract or Unexpired Lease, subject in all respects to the consent rights of the Required Consenting FLFO Term Lenders, on the Effective Date each Executory Contract and Unexpired Lease, not previously assumed, assumed and assigned, or rejected shall be deemed automatically assumed, pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (i) is identified on the Rejected Executory Contracts and Unexpired Leases List as of the Effective Date, in which case such Executory Contract or Unexpired Lease shall be rejected as of the Effective Date; (ii) previously expired or terminated pursuant to its own terms; (iii) is the subject of a motion to reject Filed on or before the Effective Date; or (iv) is an Insurance Policy (which shall be treated in accordance with Article V.E). The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such contracts to Affiliates. This Plan constitutes a motion for approval of the foregoing assumptions and assignments, and the Confirmation Order will constitute an order of the Bankruptcy Court granting such motion.

Notwithstanding anything to the contrary in this Plan, the Debtors and the Post-Effective Date Debtors, as applicable, reserve the right to alter, amend, modify, or supplement the Assumed Executory Contracts and Unexpired Leases List or the Rejected Executory Contracts and Unexpired Leases List to add or remove any Executory Contract or Unexpired Lease to or from the Assumed Executory Contracts and Unexpired Leases List and the Rejected

Executory Contracts and Unexpired Leases List at any time prior to the Effective Date, and the modifications thereto shall constitute assumption or rejection of such Executory Contract or Unexpired Lease as of the date of such modification, notwithstanding anything contained in this Article V.A. The Debtors shall provide notice of any amendments to the Rejected Executory Contracts and Unexpired Leases List to the counterparties to the Executory Contracts or Unexpired Leases affected thereby and fourteen (14) days to object to such assumption and related Cure as provided in Article V.D below. For the avoidance of doubt, after the Effective Date has passed, an Executory Contract or Unexpired Lease may only be removed from the Assumed Executory Contracts and Unexpired Leases List if (a) the applicable counterparty consents to such rejection, or (b) the applicable counterparty timely objected to the assumption or Cure of such Executory Contract or Unexpired Lease and such objection remains outstanding.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements of Executory Contracts and Unexpired Leases executed 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.

Except as set forth in Article IV.D, to the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to this Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any “change of control” provision), then such provision shall be deemed modified such that the transactions contemplated by this 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 with respect thereto.

B. Indemnification Obligations.

Consistent with applicable law, all Indemnification Obligations shall continue on terms no less favorable to such officers, directors, individual managers, members, partners, supervisors, agents, or employees than the Indemnification Obligations in place on the execution date of the Restructuring Support Agreement; *provided* that the Debtors shall not indemnify such officers, directors, individual managers, members, partners, supervisors, agents, or employees of the Debtors for any claims or Causes of Action for which indemnification is barred under applicable law, the Debtors’ organization documents, or applicable agreements governing the Indemnification Obligations; *provided, further*, that such Indemnification Obligations will only continue as to former officers, directors, individual managers, members, partners, supervisors, agents, or employees to the extent such former officers, directors, individual managers, members, partners, supervisors, agents, or employees are or were, at the time of such service, affiliated with any Consenting Sponsor or designated to such role by a Consenting Sponsor. All Indemnification Obligations shall continue as obligations of the Post-Effective Date Debtors. Any Claim based on the Debtors’ obligations thereunder shall be an Allowed Claim. For the avoidance of doubt, this section shall not apply to any obligations as to any sponsor or other equity owner of any of the Debtors in its capacity as such, but this section shall only apply to any representatives or appointees of such sponsor or other equity owner if they are the Debtors’ current or former officers, directors, individual managers, members, partners, supervisors, agents, or employees, in each case in their capacities as such. For the avoidance of doubt, nothing herein shall expand any of the Debtors’ Indemnification Obligations in place as of the Petition Date.

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

Counterparties to Executory Contracts or Unexpired Leases deemed rejected shall be served with a notice of rejection of their Executory Contracts and Unexpired Leases via service of the Confirmation Order and the Plan Supplement. Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court by the later of (i) thirty (30) days after the date of service of notice on the affected claimant of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, which notice shall set forth the date by which such Proofs of Claim must be filed, or (ii) thirty (30) days after service of notice on the affected claimant of any rejection that occurs after the Effective Date.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease with respect to which a Proof of Claim is not Filed with the Claims and Noticing Agent within such time will be automatically Disallowed and forever barred from assertion and shall not be enforceable against the Debtors, the Post-Effective Date Debtors, the Estates, or their property without the need for any objection by the Debtors or the Post-Effective Date Debtors, as applicable, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged and shall be subject to the permanent injunction set forth in Article VIII.F of this Plan, notwithstanding anything in a Proof of Claim to the contrary.

All Claims arising from the rejection of any Executory Contract or Unexpired Lease shall be treated as a General Unsecured Claim as set forth in Article III.B of this Plan and may be objected to in accordance with the provisions of Article VII of this Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

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

The Post-Effective Date Debtors shall pay all Cure Claims, if any, on the Effective Date. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, any objection by a counterparty to a proposed assumption, including pursuant to this Plan, or related Cure amount must be Filed, served, and actually received by counsel to the Debtors and the U.S. Trustee no later than fourteen (14) days after the Effective Date or any other deadline that may be set by the Bankruptcy Court. Any such request that is not timely Filed shall be Disallowed and forever barred, estopped, and enjoined from assertion and shall not be enforceable against any Post-Effective Date Debtor without the need for any objection by the Post-Effective Date Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the Post-Effective Date Debtors, as applicable, of the Cure; *provided* that nothing herein shall prevent the Post-Effective Date Debtors from paying any Cure despite the failure of the relevant counterparty to File such request for payment of such Cure. The Post-Effective Date Debtors may also settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or the Post-Effective Date Debtors', as applicable, first scheduled omnibus hearing, or such other setting as requested by the Debtors or the Post-Effective Date Debtors, as applicable, with respect to which such objection is timely Filed; *provided* that no hearing will be scheduled on less than ten (10) days' notice to the affected counterparty and the Debtors or Post-Effective Date Debtors, as applicable. Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

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

Assumption of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise and full payment of any applicable Cure pursuant to this Article V.D shall result in the full release and satisfaction of any Cures, 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. **Any Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure has been fully paid pursuant to this Article V.D, shall be deemed Disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

E. Insurance Policies.

Notwithstanding anything to the contrary in the Definitive Documents, any bar date order or notice or claim objection, any other document related to any of the foregoing or any other order of the Bankruptcy Court (including,

without limitation, any other provision that purports to be preemptory or supervening, grants an injunction, discharge or release, purports to limit or impact a setoff or recoupment right, confers Bankruptcy Court jurisdiction, or requires a party to opt out of any releases):

(a) on the Effective Date, the Post-Effective Date Debtors, shall be deemed to have assumed all Insurance Policies that (i) are not listed on the Rejected Executory Contracts and Unexpired Leases List prior to the Confirmation Hearing, (ii) are D&O Liability Insurance Policies, and (iii) identify one or more of the Debtors as first named insured or counterparty thereto pursuant to sections 105 and 365 of the Bankruptcy Code;

(b) on and after the Effective Date, the Post-Effective Date Debtors shall remain liable in full for all of their and the Debtors' obligations under the Insurance Policies, regardless of whether any such obligations arise or become due before, on, or after the Effective Date, without the need or requirement for Insurers to file or serve any objection to a notice of proposed Cure amount (or lack of such notice) or file or serve a request, motion, or application for payment of such obligations, or Proof of Claim, Cure amount, or Administrative Claim;

(c) nothing (i) alters, modifies, or otherwise amends the terms and conditions of (or the coverage provided by) any Insurance Policy; or (ii) alters or modifies the duty, if any, of the Insurers to pay claims covered by such Insurance Policies and their right to seek payment or reimbursement from the Debtors (or after the Effective Date, the Post-Effective Date Debtors) or draw on any collateral or security therefor; and

(d) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in Article VIII of this Plan, if and to the extent applicable, shall be deemed lifted without further order of the Bankruptcy Court, solely to permit: (I) claimants with valid workers' compensation claims or direct action claims against Insurers under applicable non-bankruptcy law to proceed with their claims; (II) Insurers to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (A) workers' compensation claims, (B) claims where a claimant asserts a direct claim against an Insurer under applicable non-bankruptcy law, or an order has been entered by the Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in Article VIII of this Plan to proceed with its claim, and (C) all costs in relation to each of the foregoing; (III) Insurers to draw against any or all of the collateral or security provided by or on behalf of the Debtors (or the Post-Effective Date Debtors, as applicable) at any time and to hold the proceeds thereof as security for the obligations of the Debtors (and the Post-Effective Date Debtors, as applicable) and/or apply such proceeds to the obligations of the Debtors (and the Post-Effective Date Debtors, as applicable) under the Insurance Policies, in such order as the applicable Insurer may determine; and (IV) Insurers to cancel any Insurance Policy, and take other actions relating to the Insurance Policies (including effectuating a setoff or recoupment) to the extent permissible under applicable non-bankruptcy law, and in accordance with the terms of the Insurance Policies.

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

Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors or the Post-Effective Date Debtors, as applicable, under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Debtors and the Post-Effective Date Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the Debtors pursuant to rejected Executory Contracts or Unexpired Leases.

G. Collective Bargaining Agreement.

The Collective Bargaining Agreement and any agreements, documents, or instruments relating thereto, are treated as and deemed to be Executory Contracts under this Plan.

On the Effective Date, the Post-Effective Date Debtors, as applicable, shall be deemed to have assumed the Collective Bargaining Agreement and any agreements, documents, and instruments related thereto. All Proofs of Claim Filed for amounts due under the Collective Bargaining Agreement shall be considered satisfied by the agreement and obligation to assume and Cure in the ordinary course as provided herein. On the Effective Date, any

Proofs of Claim Filed with respect to the Collective Bargaining Agreement shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court. The occurrence of the Effective Date shall not be deemed to result in an accelerated payment event or a “good reason” or other constructive termination event for purposes of any Debtor compensation or benefit plans, but such exception shall not apply in respect of any employment agreements.

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

Unless otherwise provided in this Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and 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 this 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.

I. Reservation of Rights.

Nothing contained in this Plan shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Debtors or the Post-Effective Date Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Post-Effective Date Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease under this 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.

K. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtors or the Post-Effective Date Debtors liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

**ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS**

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in this Plan, on the Effective Date (or, if a Claim, Equity Interest, or Intercompany Interest is not an Allowed Claim, Equity Interest, or Intercompany Interest on the Effective Date, on the date that such Claim, Equity Interest, or Intercompany Interest becomes an Allowed Claim, Equity Interest, or Intercompany Interest, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim, Equity Interest, or Intercompany Interest, shall receive the full amount of the distributions that this Plan provides for Allowed Claims, Equity Interests, or Intercompany Interests (as applicable) in the applicable Class. In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such

payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII hereof. Except as otherwise provided in this Plan, Holders of Claims, Equity Interests, or Intercompany Interests shall not be entitled to interest, dividends, or accruals on the distributions provided for in this Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

B. Disbursing Agent.

All distributions under this Plan shall be made by the Disbursing Agent on the Effective Date or at such other time as provided for in this Plan. The Disbursing 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 Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Post-Effective Date Debtors.

C. Rights and Powers of Disbursing Agent.

1. Powers of the Disbursing Agent.

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

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 Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Post-Effective Date Debtors.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Record Date for Distribution.

On the Distribution Record Date, (i) the Claims Register and (ii) the loan registers maintained by each of the Agents, respectively, shall each be deemed 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 or such loan registers as of the close of business on the Distribution Record Date.

2. Delivery of Distributions in General.

Except as otherwise provided in this Plan, the Disbursing Agent shall make distributions to Holders of Allowed Claims, Equity Interests, or Intercompany Interests as of the Distribution Record Date, or, if applicable, to such Holder's designee, as appropriate: (a) at the address for each such Holder as indicated on the Debtors' records as of the Distribution Record Date; (b) to the signatory set forth on any Proof of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have not been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Post-Effective Date Debtors, the applicable Disbursing Agent after the date of any related Proof of Claim; or (d) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided* that the manner of such distributions shall be determined at the discretion of the Post-Effective Date Debtors. Subject to this Article VI and Article IV, distributions under this Plan on account of Allowed Claims, Equity Interests, or Intercompany Interests shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim, Equity Interest, or Intercompany Interest shall have and receive the benefit of the

distributions in the manner set forth in this Plan. The Debtors, the Post-Effective Date Debtors, the Disbursing Agent, and the Agents, as applicable, shall not incur any liability whatsoever on account of any distributions under this Plan except for fraud, gross negligence, or willful misconduct.

All distributions to Holders of Allowed DIP Claims or Allowed Funded Debt Claims shall be deemed to be made by the applicable Agent. Regardless of whether such distributions are made by such Agent or by the Disbursing Agent at the reasonable discretion of such Agent or otherwise, any applicable charging lien shall attach to the property to be distributed to Holders of Allowed DIP Claims or Holders of Allowed Funded Debt Claims in the same manner as if such distributions were made through the applicable Agent.

3. Minimum Distributions.

No fractional shares of Reorganized Equity shall be distributed and no Cash shall be distributed in lieu of such fractional shares. When any distribution pursuant to this Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of Reorganized Equity that is not a whole number, the actual distribution shall be rounded as follows: (a) fractions of one-half ($\frac{1}{2}$) or greater shall be rounded to the next higher whole number, and (b) fractions of less than one-half ($\frac{1}{2}$) shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of Reorganized Equity to be distributed under this Plan shall be adjusted as necessary to account for the foregoing rounding.

Holders of Allowed Claims entitled to distributions of \$50 (whether Cash, Reorganized Equity, or otherwise) or less in aggregate shall not receive distributions, and each such Claim shall be discharged pursuant to Article VIII and its Holder is forever barred from asserting that Claim against the Debtors or the Post-Effective Date Debtors, as applicable, or their property.

4. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims, Equity Interests, or Intercompany Interests, as applicable, is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of ninety (90) days from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Post-Effective Date Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheatment, abandoned property, or unclaimed property Laws to the contrary), and the Claim, Equity Interest, or Intercompany Interest of any Holder related to such property or interest in property shall be discharged and forever barred. The Post-Effective Date Debtors and the Disbursing Agent shall have no obligation to attempt to locate a Holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings.

5. Surrender of Canceled Instruments or Securities.

On the Effective Date or as soon as reasonably practicable thereafter, each holder of a certificate or instrument evidencing a Claim, Equity Interest, or Intercompany Interest that has been cancelled in accordance with Article IV.Q hereof shall be deemed to have surrendered such certificate or instrument to the Disbursing Agent. Such surrendered certificate or instrument shall be cancelled solely with respect to the Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis-à-vis one another with respect to such certificate or instrument, including with respect to any indenture or agreement that governs the rights of the Holder of a Claim, Equity Interest, or Intercompany Interest, which shall continue in effect for purposes of allowing holders to receive distributions under this Plan, charging liens, priority of payment, and indemnification rights. Notwithstanding anything to the contrary herein, this paragraph shall not apply to certificates or instruments evidencing Claims that are Reinstated under this Plan.

E. Manner of Payment.

Except as set forth herein, all distributions of Reorganized Equity to the Holders of applicable Allowed Claims under this Plan shall be made by the Disbursing Agent on behalf of the Debtors or Post-Effective Date Debtors, as applicable.

Any distributions of Cash to the Holders of the applicable Allowed Claims under this Plan shall be made by the Disbursing Agent on behalf of the applicable Debtor or Post-Effective Date Debtor.

At the option of the Disbursing Agent any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided by other applicable agreements.

F. Compliance with Tax Requirements.

In connection with this Plan, to the extent applicable, any applicable withholding or reporting agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to this Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, any applicable withholding or reporting agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under this 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 Debtors and the Post-Effective Date Debtors reserve the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

G. Allocations.

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

H. No Postpetition Interest on Claims.

Unless otherwise specifically provided for in this Plan, the DIP Orders, or the Confirmation Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any Claims, and no Holder of a Claim 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 Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

I. Foreign Currency Exchange Rate.

Except as otherwise provided in a Bankruptcy Court 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)*, on the Effective Date.

J. Setoffs and Recoupment.

Except as expressly provided in this Plan, each Post-Effective Date Debtor may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Post-Effective Date Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment (other than for the DIP Claims held by the DIP Lenders) is either (i) agreed in amount among the relevant Post-Effective Date Debtor(s) and Holder of the Allowed Claim or (ii) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided that*

neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Post-Effective Date Debtor or its successor of any and all claims, rights, and Causes of Action that such Post-Effective Date Debtor or its successor may possess against the applicable Holder. In no event shall any Holder of Claims against or Equity Interests or Intercompany Interests in one or more of the Debtors be entitled to recoup any such Claim, Equity Interest, or Intercompany Interest against any claim, right, or Cause of Action of the Debtors or the Post-Effective Date Debtors, as applicable, unless such Holder has provided notice of such recoupment in writing to the Debtors in accordance with Article XII.G of this Plan on or before the Effective Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

K. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Debtors or the Post-Effective Date Debtors, as applicable, shall reduce in full a Claim, and such Claim shall be Disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or a Post-Effective Date Debtor, as applicable. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Post-Effective Date Debtor, as applicable, on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Post-Effective Date Debtor to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the date of any such distribution under this Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Post-Effective Date Debtor annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14)-day grace period specified above until the amount is fully repaid.

2. Claims Payable by Third Parties.

No distributions under this 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 or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction or otherwise settled), then immediately upon such Insurers' satisfaction, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in this Plan, payments to Holders of Claims covered by Insurance Policies shall be in accordance with the provisions of any applicable Insurance Policy. Notwithstanding anything to the contrary contained herein (including Article III), nothing shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including Insurers, under any Insurance Policies, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any rights or defenses, including coverage defenses, held by such Insurers.

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

A. Disputed Claims Process.

The Debtors shall have the authority to (i) determine, without the need for notice to or action, order, or approval of the Bankruptcy Court, that a Claim subject to any Proof of Claim that is Filed is Allowed and (ii) File, settle, compromise, withdraw, or litigate to judgment any objections to Claims as permitted under this Plan. **Except as otherwise provided herein, all Proofs of Claim Filed after the applicable claims bar date shall be Disallowed**

and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Debtor or Post-Effective Date Debtor, as applicable, without the need for any objection by the Debtor or Post-Effective Date Debtor, as applicable, or any further notice to or action, order, or approval of the Bankruptcy Court.

If the Debtors or the Post-Effective Date Debtors, as applicable, dispute any Impaired Claim that is not Allowed as of the Effective Date pursuant to Article III.B or a Final Order entered by the Bankruptcy Court (which may include the Confirmation Order), the Debtors or the Post-Effective Date Debtors, as applicable, shall file an objection with, and the dispute shall be determined, resolved, or adjudicated before, the Bankruptcy Court.

B. Allowance of Claims.

After the Effective Date and subject to the terms of this Plan, each of the Post-Effective Date Debtors shall have and retain any and all rights and defenses the applicable Debtor had with respect to any Claim, Equity Interest, or Intercompany Interest immediately prior to the Effective Date. The Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy law. Except as expressly provided in this Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under this Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim.

Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or Disputed, and for which no Proof of Claim is or has been timely Filed, or that is not or has not been Allowed by this Plan or a Final Order is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court.

C. Estimation of Claims, Equity Interests, and Intercompany Interests.

Before or after the Effective Date, the Debtors or the Post-Effective Date Debtors, as applicable, may (but are not required to), at any time, request that the Bankruptcy Court estimate any Disputed Claim, Equity Interest, or Intercompany Interest that is contingent or unliquidated pursuant to applicable law, including pursuant to section 502(c) of the Bankruptcy Code, for any reason, regardless of whether any party previously has objected to such Disputed Claim, Equity Interest, or Intercompany Interest 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 such Disputed Claim, Equity Interest, or Intercompany Interest, including during the litigation of any objection to any Disputed Claim, Equity Interest, or Intercompany Interest or during the pendency of any appeal relating to such objection. Notwithstanding any provision otherwise in this Plan, a Disputed Claim, Equity Interest, or Intercompany Interest that has been expunged from the Claims Register 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, unless otherwise ordered by the Bankruptcy Court. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, Equity Interest, or Intercompany Interest, that estimated amount shall constitute a maximum limitation on such Claim, Equity Interest, or Intercompany Interest for all purposes under this Plan (including for purposes of distributions) and may be used as evidence in any supplemental proceedings, and the Debtors or the Post-Effective Date Debtors, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Disputed Claim, Equity Interest, or Intercompany Interest that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise 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 fourteen days after the date on which such Disputed Claim, Equity Interest, or Intercompany Interest is estimated.

D. Claims Administration Responsibilities.

Except as otherwise specifically provided in this Plan, after the Effective Date, the Post-Effective Date Debtors shall have the sole authority to: (i) File, withdraw, or litigate to judgment, objections to Claims, Equity Interests, or Intercompany Interests; (ii) settle or compromise any Disputed Claim, Equity Interest, or Intercompany Interest without any further notice to or action, order, or approval by the Bankruptcy Court; and (iii) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action,

order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Post-Effective Date Debtor shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim, Equity Interest, or Intercompany Interest, including the Causes of Action retained pursuant to this Plan.

E. Time to File Objections to Claims.

Any objections to Claims shall be Filed on or before the applicable Claims Objection Deadline, as such deadline may be extended from time to time.

F. Adjustment to Claims, Equity Interests, or Intercompany Interests without Objection.

Any duplicate Claim, Equity Interest, or Intercompany Interest or any Claim, Equity Interest, or Intercompany Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Post-Effective Date Debtors, without the Post-Effective Date Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such Claim, Equity Interest, or Intercompany Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

G. Disputed and Contingent Claims Reserve.

On or after the Effective Date, the Post-Effective Date Debtors may establish one or more reserves for Claims that are contingent or have not yet been Allowed, in an amount or amounts as reasonably determined by the Post-Effective Date Debtors consistent with the Proof of Claim Filed by the applicable Holder of such Disputed Claim. Following the final resolution of all Disputed Claims, any residual amounts in such reserve(s) shall constitute residual Cash and be immediately distributed to the Post-Effective Date Debtors.

H. Disallowance of Claims.

All Claims of any Entity from which property is sought by the Debtors or the Post-Effective Date Debtors, as applicable, under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Post-Effective Date Debtors, as applicable, allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) shall be Disallowed pursuant to section 502(d) of the Bankruptcy Code if: (1) the Entity, on the one hand, and the Debtors or the Post-Effective Date Debtors, as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferees liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

Except as provided herein or otherwise agreed to by the Post-Effective Date Debtors any and all Proofs of Claim Filed after the applicable bar date shall be deemed Disallowed as of the Effective Date without further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claims has been deemed timely Filed by the Final Order.

I. Amendments to Proofs of Claim.

On or after the Effective Date, a Proof of Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Post-Effective Date Debtors, and any such new or amended Proof of Claim Filed that is not authorized before it is Filed shall be deemed Disallowed in full and expunged without any further action, order, or approval of the Bankruptcy Court absent prior Bankruptcy Court approval or agreement by the Post-Effective Date Debtors; *provided* that the foregoing shall not apply to Administrative Claims or claims Filed by Governmental Units.

J. Distributions Pending Allowance.

Notwithstanding any other provision of this Plan, if any portion of a Claim, Equity Interest, or Intercompany Interest is Disputed, no payment or distribution provided under this Plan shall be made on account of such Claim, Equity Interest, or Intercompany Interest unless and until such Disputed Claim, Equity Interest, or Intercompany Interest becomes an Allowed Claim, Equity Interest, or Intercompany Interest.

K. Distributions After Allowance.

To the extent that a Disputed Claim, Equity Interest, or Intercompany Interest ultimately becomes an Allowed Claim, Equity Interest, or Intercompany Interest, distributions (if any) shall be made to the Holder of such Allowed Claim, Equity Interest, or Intercompany Interest in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Allowed Claim, Equity Interest, or Intercompany Interest the distribution (if any) to which such Holder is entitled under this Plan as of the Effective Date, without any interest, dividends, or accruals to be paid on account of such Claim, Equity Interest, or Intercompany Interest unless required under applicable bankruptcy law.

**ARTICLE VIII.
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

A. Discharge of Claims and Termination of Interests and Intercompany Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to this Plan or the Confirmation Order, including the Plan Supplement and Definitive Documents, the distributions, rights, and treatment that are provided in this Plan shall be in complete satisfaction and discharge, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Post-Effective Date Debtors), Equity Interests, Intercompany Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Equity Interests and Intercompany Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims, Equity Interests, or Intercompany Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims, Equity Interests, or Intercompany Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (i) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (ii) a Claim or Interest based upon such debt or right is Allowed pursuant to section 502 of the Bankruptcy Code; or (iii) the Holder of such a Claim or Interest has accepted this Plan. Except as otherwise provided herein, any default or “event of default” by the Debtors or their non-Debtor Affiliates with respect to any Claim or Interest existing immediately prior to on account of the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. Unless expressly provided in this Plan, the Confirmation Order shall be a judicial determination of the discharge of all Claims (other than any Reinstated Claims), Equity Interests, and Intercompany Interests (other than any Intercompany Interests that are Reinstated), subject to the occurrence of the Effective Date, except as otherwise specifically provided in this Plan, or in any contract, instrument, or other agreement or document created or entered into pursuant to this Plan.

B. Release of Liens.

Except as otherwise specifically provided in this Plan, the Confirmation Order, the Takeback Term Loan Facility Documents, the Exit RCF Facility Documents, the DIP Orders, or in any contract, instrument, release, or other agreement or document created pursuant to this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to this Plan and, in the case of a Secured Claim or any related claim that may be asserted against a non-Debtor Affiliate, in satisfaction in full of the portion of the Secured

Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with this Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates or any non-Debtor Affiliate shall be fully released and discharged, and all of the right, benefit, title, and interest of any Holder (and the applicable Agents of such Holder) of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert and, as applicable, be reassigned, surrendered, reconveyed, or retransferred to the Post-Effective Date Debtors and their successors and assigns. The Holders of such Secured Claim or claim against a non-Debtor Affiliate (and the applicable agents for such Holders) shall be authorized and directed, at the sole cost and expense of the Post-Effective Date Debtors, to release any collateral or other property of any Debtor or non-Debtor Affiliate (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder) and to take such actions as may be reasonably requested by the Debtors or Post-Effective Date Debtors, as applicable, to evidence the release of such Liens, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state, provincial, or local agency, records office, or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

C. Releases by the Debtors.

Except as otherwise specifically provided in this Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, as of the Effective Date, each Released Party is deemed, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by and on behalf of each and all of the Debtors, their Estates, and the Post-Effective Date Debtors 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 all Avoidance Actions), whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, their Estates, and the Post-Effective Date Debtors, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively), or on behalf of the Holder of any Claim against, or Equity Interest or Intercompany Interest in, a Debtor or other Entity, or that any Holder of any Claim against or Equity Interest or Intercompany Interest in a Debtor or other Entity could have asserted on behalf of the Debtors based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof or otherwise), the purchase, sale, or rescission of any Security of the Debtors or the Post-Effective Date Debtors, the Restructuring Transactions, the Chapter 11 Cases, the Debtors' in- or out- of- court restructuring efforts, the subject matter of, or the transactions or events giving rise to, any Claim, Equity Interest, or Intercompany Interest that is treated in this Plan, the business or contractual arrangements or interaction between or among any Debtor and any Released Party, the distribution of any Cash or other property of the Debtors to any Released Party, the assertion of or enforcement of rights or remedies against the Debtors, the restructuring of any Claim, Equity Interest, or Intercompany Interest before or during the Chapter 11 Cases, including, but not limited to, the sale and marketing efforts related thereto, intercompany transactions between or among the Debtors or between the Debtors and their non-Debtor Affiliates, the Restructuring Support Agreement, the STG Distribution Credit Agreement, the Reception Purchaser Credit Agreement, the Equipment Financings, the DIP Facility, the DIP Orders, the DIP Documents, the Takeback Term Loan Facility, the Takeback Term Loan Facility Documents, the Exit RCF Facility, the Exit RCF Facility Documents, the 2024 Equity Transactions, the 2024 Refinancing Transactions, the Disclosure Statement Order, the Confirmation Order, the First Day Pleadings, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, this Plan, the Plan Supplement, 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 Facility, this Plan, or the Plan Supplement, the filing of the

Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the Investigation, the Equipment Financings, the administration and implementation of this Plan, including the issuance or distribution of Securities pursuant to this Plan, or the distribution of property under this Plan or any other related agreement under the Restructuring Transactions, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party or Entity under this Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, (ii) any Causes of Action specifically retained by the Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement, or (iii) any Cause of Action related to any act or omission that is determined by a Final Order of a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, 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 the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including, the Released Parties' contribution to facilitating the Restructuring Transactions and implementing this Plan; (2) a good faith settlement and compromise of the Claims and Causes of Action released by the Debtor Release; (3) in the best interests of the Debtors, their Estates, and all Holders of Claims, Equity Interests, and Intercompany Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for a hearing; and (6) a bar to any of the Debtors, the Post-Effective Date Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

D. Releases by Holders of Claims, Equity Interests, and Intercompany Interests.

Except as otherwise specifically provided in this Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, as of the Effective Date, each Releasing Party is deemed to have, hereby conclusively, absolutely, unconditionally, irrevocably and forever released and discharged each Debtor, Post-Effective Date Debtor, and Released Party from any and all Claims and Causes of Action (including all Avoidance Actions), whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Post-Effective Date Debtors, and their Estates (as applicable) whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or herein-after arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof or otherwise), the purchase, sale, or rescission of any Security of the Debtors or the Post-Effective Date Debtors, the Restructuring Transactions, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim, Equity Interest, or Intercompany Interest that is treated in this Plan, the business or contractual arrangements or interaction between or among any Debtor and any Released Party, the distribution of any Cash or other property of the Debtors to any Released Party, the assertion of or enforcement of rights or remedies against the Debtors, the restructuring of any Claim, Equity Interest, or Intercompany Interest before or during the Chapter 11 Cases, the Debtors' in- or out-of-court restructuring efforts, including, but not limited to, the sale and marketing efforts related thereto, intercompany transactions between or among the Debtors or between the Debtors and their non-Debtor Affiliates, the Restructuring Support Agreement, the STG Distribution Credit Agreement, the Reception Purchaser Credit Agreement, the Equipment Financings, the DIP Facility, the DIP Orders, the DIP Documents, the Takeback Term Loan Facility, the Takeback Term Loan Facility Documents, the Exit RCF Facility, the Exit RCF Facility Documents, the 2024 Equity Transactions, the 2024 Refinancing Transactions, the Disclosure Statement Order, the Confirmation Order, the First Day Pleadings, the Chapter 11 Cases, the formulation, preparation,

dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Transactions, any contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the DIP Facility, this Plan, or the Plan Supplement, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the Investigation, the Equipment Financings, the administration and implementation of this Plan, including the issuance or distribution of securities pursuant to this Plan, or the distribution of property under this 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. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party or Entity under this Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, (ii) any Causes of Action specifically retained by the Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement, (iii) any indemnification rights and obligations under the Prepetition Debt Documents, or (iv) any Cause of Action related to any act or omission that is determined by a Final Order of a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, 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 the Third-Party Release is: (1) consensual; (2) essential to the Confirmation of this Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contribution to facilitating the Restructuring Transactions and implementing this Plan; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for a hearing; and (8) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

Without limiting the foregoing, from and after the Effective Date, any Entity that votes to accept this Plan or that is given the opportunity to opt into the releases contained in this Plan and exercises such opportunity to opt into the releases may not assert any claim, Claim, or other Cause of Action against any Released Party based on or relating to, or in any manner arising from, in whole or in part, the Debtors. From and after the Effective Date, any such Entity may not assert any claim or other Cause of Action against any Released Party for which it is asserted or implied that such claim or Cause of Action is not subject to the releases contained in this Plan without first obtaining a Final Order from the Bankruptcy Court (a) determining, after notice and a hearing, that such claim or Cause of Action is not subject to the releases contained in this Plan and (b) specifically authorizing such Person or Entity to bring such claim or Cause of Action against any such Released Party. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a claim or Cause of Action constitutes a direct or derivative claim, is colorable and, only to the extent legally permissible and as provided for in this Plan, the Bankruptcy Court shall have jurisdiction to adjudicate the underlying claim or Cause of Action.

E. Exculpation.

Except as otherwise expressly provided in this Plan or the Confirmation Order, to the fullest extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, this Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the filing of the Chapter 11 Cases, the negotiation and pursuit of the Restructuring Support Agreement, the Definitive Documents, the Plan Supplement, the participation in the DIP Facility, the participation in Takeback Term Loan Facility, the Exit RCF Facility, the participation in the 2024 Equity Transactions, the participation in the 2024 Refinancing Transactions, the pursuit of Confirmation, the pursuit of Consummation, the Investigation, the Equipment Financings, the administration and implementation of this Plan, including the issuance of securities pursuant to this Plan, or the distribution of property under this Plan or any other related

agreement. The Exculpated Parties have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation of votes and distribution of consideration pursuant to this 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 this Plan or such distributions made pursuant to this Plan, including the issuance of Securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable Law or rules protecting such Exculpated Parties from liability.

The Exculpated Parties have, and upon Consummation of this 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 this 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 this Plan or such distributions made pursuant to this Plan.

F. Injunction.

To the fullest extent permissible under applicable law, except as otherwise specifically provided in this Plan or for obligations issued or required to be paid pursuant to this Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Causes of Action, Equity Interests, or Intercompany Interests that have been released, discharged, or settled, or are subject to exculpation under this Plan are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Causes of Action, Claims, Equity Interests, or Intercompany Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Causes of Action, Claims, Equity Interests, or Intercompany Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Causes of Action, Claims, Equity Interests, or Intercompany Interests; (d) 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, in each case, on account of or in connection with or with respect to any such Causes of Action, Claims, Equity Interests, or Intercompany Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Causes of Action, Claims, Equity Interests, or Intercompany Interests released or settled pursuant to this Plan.

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

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action released, discharged, settled, or that is subject to exculpation pursuant to this Plan, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Post-Effective Date Debtor, Exculpated Party, or Released Party.

G. Protections Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Post-Effective Date Debtors, 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 Post-Effective Date Debtors, or another Entity with whom the Post-Effective Date Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

H. Document Retention.

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

I. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution 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 allowance or disallowance, such Claim shall be forever Disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (i) such Claim has been adjudicated as non-contingent or (ii) the Holder of the relevant 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.

J. DIP Indemnity.

Notwithstanding anything to the contrary herein or in the Confirmation Order, nothing herein or in the Confirmation Order shall have the effect of releasing, discharging, or compromising any rights of any DIP Secured Party or their Related Persons (as defined in the DIP Credit Agreement) (in any capacity) arising under, related to, or in connection with any rights, Claims, or Causes of Action in respect of the DIP Indemnity.

**ARTICLE IX.
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN**

A. Conditions Precedent to the Effective Date.

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

1. the Restructuring Support Agreement shall not have been terminated as to the Consenting FLFO Term Lenders or the Consenting FLFO RCF Lenders and shall be in full force and effect and no termination event thereunder shall have occurred and remain occurring;

2. the Bankruptcy Court shall have entered the Final DIP Order and such order shall not have been stayed, modified, or terminated and the DIP Facility shall not have been terminated or the loans thereunder accelerated;

3. the Restructuring Transactions shall have been implemented in accordance with the Restructuring Steps Plan in all material respects;

4. all actions, documents, certificates, and agreements necessary to implement this Plan shall (i) have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws and (ii) be in full force and effect;

5. the Bankruptcy Court shall have entered the Disclosure Statement Order, which order shall be in full force and effect and such orders shall not have been stayed, modified, or vacated on appeal;

6. the Bankruptcy Court shall have entered the Confirmation Order, which shall be in full force and effect and not be subject to appeal or stay, and shall:

- (a) authorize the Debtors or Post-Effective Date Debtors, as applicable, to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with this Plan;
- (b) decree that the provisions in the Confirmation Order and the Plan are nonseverable and mutually dependent;
- (c) authorize the Debtors or Post-Effective Date Debtors, as applicable, to take all actions applicable or necessary to (i) implement the Restructuring Transactions, (ii) distribute the Reorganized Equity pursuant to the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code or other exemption from such registration or pursuant to one or more registration statements, (iii) make all distributions and issuances as required under the Plan, including, the Takeback Term Loans, the Exit RCF Facility, and Reorganized Equity, and (iv) enter into any agreements, transactions, and sales of property as set forth in the Plan Supplement;
- (d) authorize the implementation of this Plan in accordance with the terms hereof;
- (e) provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under this Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax; and
- (f) approve the Reception Purchaser Settlement pursuant to Bankruptcy Rule 9019;

7. all milestones shall have been met or waived in accordance with the terms of the Restructuring Support Agreement;

8. the Takeback Term Loan Facility Documents, the Exit RCF Facility Documents, and the New Governance Documents (inclusive of the Reorganized Debtor Indemnity), as applicable, shall have been executed (or deemed executed) and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived;

9. the Reorganized Equity shall have been issued;

10. the Debtors shall have obtained all authorizations, consents, regulatory or governmental approvals, rulings, actions, documents, or other agreements that are necessary to implement and effectuate this Plan, if applicable, and each of the other Restructuring Transactions;

11. all professional fees and expenses of retained professionals required to be approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow Account pending approval by the Bankruptcy Court;

12. all accrued and unpaid Restructuring Expenses shall be paid on or prior to the Effective Date;

13. the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been Filed;

14. the Plan Supplement, the Definitive Documents, this Plan, and all schedules, documents, supplements, and exhibits thereto, the Takeback Term Loan Facility, and the Exit RCF Facility, as applicable, shall have become effective and shall be in full force and effect;

15. the Definitive Documents, including all schedules, documents, and exhibits contained in the Plan Supplement, shall (i) be consistent with the Restructuring Support Agreement, (ii) have been executed (or deemed executed) and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived by the applicable party or parties, and (iii) be adopted on terms consistent with the Restructuring Support Agreement;

16. there shall not have been instituted or threatened or be pending any material action, proceeding, application, claim, counterclaim, or investigation (whether formal or informal) (or there shall not have been any material adverse development to any action, application, claim, counterclaim, or proceeding currently instituted, threatened, or pending) before or by any court, governmental, regulatory, or administrative agency or instrumentality, foreign or domestic, or by any other person, foreign or domestic, in connection with the Restructuring Transactions;

17. the Plan Supplement shall have been Filed; and

18. the Reception Purchaser Settlement shall have been substantially consummated, including the payment of the Reception Purchaser Settlement Amount.

B. Waiver of Conditions.

The conditions to the Effective Date set forth in this Article IX may be waived in whole or in part at any time by the Debtors only with the prior written consent (email shall suffice) of the Consenting Stakeholders (provided that the conditions set forth in clauses 12 and 18 of Article IX.A shall not be waived without the prior written consent (email shall suffice) of Antares Capital, LP and, solely with respect to clause 18, the Non-Participating Holders), without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate this Plan.

C. Effect of Failure of Conditions.

If Consummation does not occur, this Plan shall be null and void in all respects, and nothing contained in this Plan or the Disclosure Statement shall: (i) constitute a waiver or release by the Debtors of any Claims, Equity Interests, or Intercompany Interests; (ii) prejudice in any manner the rights of the Debtors, any Holders of Claims, Equity Interests, or Intercompany Interests, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims, Equity Interests, or Intercompany Interests, or any other Entity in any respect; *provided* that all provisions of the Restructuring Support Agreement that survive termination thereof shall remain in effect in accordance with the terms thereof.

D. Substantial Consummation.

“Substantial Consummation” of this Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

**ARTICLE X.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

A. Modification and Amendments.

Except as otherwise specifically provided in this Plan, the Debtors reserve the right, with the prior written consent of (i) the Required Consenting FLFO RCF Lenders (solely with respect to any modification related to matters affecting the Consenting FLFO RCF Lenders), and (ii) the Required Consenting FLFO Term Lenders and subject to the consent rights set forth in the Restructuring Support Agreement, to modify this Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit

votes on such modified Plan. Subject to those restrictions on modifications set forth in this Plan, and the requirements of section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, each of the Debtors expressly reserves its respective rights, with the prior written consent of the Required Consenting FLFO Term Lenders and subject to the consent rights set forth in the Restructuring Support Agreement, to revoke or withdraw, or to alter, amend, or modify, this Plan with respect to such Debtor, one or more times, after Confirmation and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify this Plan, or remedy any defect or omission or reconcile any inconsistencies in this Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of this Plan.

B. Effect of Confirmation on Modifications.

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

C. Revocation or Withdrawal of Plan.

To the extent permitted by the Restructuring Support Agreement, the Debtors reserve the right to revoke or withdraw this Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtors revoke or withdraw this Plan, or if Confirmation or Consummation does not occur, then: (i) this Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain of any claims by the Debtors, Claims, Equity Interest, or Intercompany Interest, or Class of Claims), assumption or rejection of Executory Contracts or Unexpired Leases effected under this Plan, and any document or agreement executed pursuant to this Plan, shall be deemed null and void; and (iii) nothing contained in this Plan shall (a) constitute a waiver or release of any Claims, Equity Interests, or Intercompany Interests, (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 Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors, and this Plan as legally permissible, 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, Equity Interest, or Intercompany Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims, Equity Interests, or Intercompany Interests including equitable subordination or other subordination of any Claim, Equity Interest, or Intercompany Interest, as applicable, pursuant to 11 U.S.C. § 510;
2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or this Plan;
3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including the amount of Cure pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Post-Effective Date Debtors' amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, the Assumed

Executory Contracts and Unexpired Leases List or the Rejected Executory Contracts and Unexpired Leases List; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims, Equity Interest, and Intercompany Interests (as applicable) are accomplished pursuant to the provisions of this Plan;

5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. adjudicate, decide, or resolve any and all matters related to sections 1141, 1145, and 1146 of the Bankruptcy Code;

7. enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of this Plan and all contracts, instruments, releases, indentures, and other agreements or documents created or entered into in connection with this Plan, the Confirmation Order, the Disclosure Statement, the Plan Supplement, or the Restructuring Support Agreement;

8. enforce the terms and conditions of this Plan, the Confirmation Order, and the Definitive Documents and maintain the integrity of this Plan following Consummation;

9. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

10. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of this Plan, including any action that is intended or is reasonably likely to directly or indirectly prevent, impede, hinder, adversely affect, and/or delay any of the Restructuring Transactions, or any actions or efforts of the Debtors or Post-Effective Date Debtors, as applicable, to consummate this Plan;

11. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of this Plan;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, discharges, and exculpations contained in this Plan, including under Article VIII hereof, whether arising prior to or after the Effective Date, and enter such orders as may be necessary or appropriate to implement such releases, injunctions, exculpations, and other provisions;

13. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by Holders of Claims, Equity Interests, or Intercompany Interests pursuant to Article VI.K hereof;

14. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

15. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with this Plan or the Disclosure Statement, including the Restructuring Support Agreement;

16. enter an order or final decree concluding or closing the Chapter 11 Cases;

17. adjudicate any and all disputes arising from or relating to distributions under this Plan or any transactions contemplated herein;

18. consider any modifications of this Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

19. determine requests for the payment of Claims, Equity Interests, or Intercompany Interests, as applicable, entitled to priority pursuant to section 507 of the Bankruptcy Code;

20. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with this Plan;

21. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

22. hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in this Plan, including under Article VIII hereof;

23. enforce all orders previously entered by the Bankruptcy Court;

24. hear any other matter not inconsistent with the Bankruptcy Code; and

25. hear and determine any matter related to, in connection with, or in any way associated with the Reception Purchaser Settlement, including enforcement of such settlement and as to any Non-Participating Holder Litigation or other Reception Purchaser Settlement Released Claims asserted in violation thereof.

As of the Effective Date, notwithstanding anything in this Article XI to the contrary, the New Governance Documents shall be governed by the jurisdictional provisions therein, and the Bankruptcy Court shall not retain jurisdiction with respect thereto.

ARTICLE XII. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to Article IX hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of this Plan (including, for the avoidance of doubt, the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the Post-Effective Date Debtors, and any and all Holders of Claims, Equity Interests, or Intercompany Interests (regardless of whether such Claims, Equity Interests, or Intercompany Interests have, or are deemed to have, accepted this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in this Plan, each Entity acquiring property under this Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims, Equity Interests, and Intercompany Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to this Plan regardless of whether any Holder of a Claim, Equity Interest, or Intercompany Interest has voted on this 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 to effectuate and further evidence the terms and conditions of this Plan and the Restructuring Support Agreement. The Debtors or the Post-Effective Date Debtors, as applicable, and all Holders of Claims, Equity Interests, or Intercompany Interests receiving distributions pursuant to this 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 this Plan.

C. Payment of Statutory Fees.

All monthly reports shall be Filed, and all fees due and payable pursuant to section 1930(a) of Title 28 of the United States Code shall be paid by each of the Debtors or the Post-Effective Date Debtors, as applicable, (or funded by the Post-Effective Date Debtors and disbursed by the Disbursing Agent on behalf of each of the Post-Effective Date Debtors) on the Effective Date, and following the Effective Date, the Post-Effective Date Debtors (or funded by the Post-Effective Date Debtors and disbursed by the Disbursing Agent on behalf of each of the Post-Effective Date Debtors) shall pay such fees as they are assessed and come due for each quarter (including any fraction thereof) until such Post-Effective Date Debtor's Chapter 11 Case is converted, dismissed, or closed, whichever occurs first. The Post-Effective Date Debtors shall File quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each of the Debtors and the Post-Effective Date Debtors are jointly and severally liable for the payment of quarterly fees and shall remain obligated to pay such quarterly fees to the U.S. Trustee and to File quarterly reports 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 required to file any Administrative Claims and shall not be treated as providing any release under this Plan.

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

On the Effective Date, the Committee and any other statutory committee appointed in these Chapter 11 Cases shall dissolve, and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The dissolution of the Committee does not limit the rights and obligation of the Committee and its Professionals to prepare and if necessary, defend, final fee applications for services rendered prior to the Effective Date. For the avoidance of doubt, any and all rights with respect to a Challenge (as defined in the Final DIP Order) shall be forever waived, released, and terminated upon the earlier of (a) the expiration of the Challenge Period (as defined in the Final DIP Order) or (b) the Effective Date. The Post-Effective Date Debtors shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date.

E. Reservation of Rights.

Except as expressly set forth in this Plan, this Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of this Plan, any statement or provision contained in this Plan, or the taking of any action by any Debtor with respect to this Plan or the Disclosure Statement shall be, or shall be deemed to be, an admission or waiver of any rights of any Debtor with respect to the Holders of Claims, Equity Interests, or Intercompany Interests prior to the Effective Date.

F. Successors and Assigns.

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

G. Notices.

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by email transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

1. if to the Debtors, to:

STG Logistics, Inc.

Attention: Geoff Anderman, Chief Executive Officer;
Chase Welsh, Chief Administrative Officer & General Counsel

E-mail address: geoff.anderman@stgusa.com
chase.welsh@stgusa.com

with copies to:

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654
Attention: Patrick J. Nash, Yusuf Salloum, Seth Sanders
E-mail address: patrick.nash@kirkland.com
yusuf.salloum@kirkland.com
seth.sanders@kirkland.com

2. if to the Ad Hoc Group, to:

Gibson Dunn and Crutcher, LLP
200 Park Avenue
New York, NY 10106
Attention: Scott J. Greenberg; Jason Zachary Goldstein; Rob Fitzgerald
E-mail address: sgreenberg@gibsondunn.com
jgoldstein@gibsondunn.com
rfitzgerald@gibsondunn.com

3. if to Wind Point, to:

Ropes & Gray LLP
191 North Wacker Drive, 32nd Floor
Chicago, IL US 60606-4302
Attention: Matthew Roose; Conor P. McNamara
E-mail address: matthew.roose@ropesgray.com;
conor.mcnamara@ropesgray.com

4. if to Oaktree/Duration, to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Brian S. Hermann; Jacob A. Adlerstein; Xu Pang
E-mail address: bhermann@paulweiss.com;
jadlerstein@paulweiss.com;
xpang@paulweiss.com

After the Effective Date, the Post-Effective Date Debtors have authority to notify Entities that, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Post-Effective Date Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays.

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

I. Entire Agreement.

Except as otherwise indicated, this Plan (including, for the avoidance of doubt, the Plan Supplement) supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

J. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of this Plan as if set forth in full in this Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <https://dm.epiq11.com/STGLogistics> or the Bankruptcy Court's website at <https://www.njb.uscourts.gov>. To the extent any exhibit or document is inconsistent with the terms of this Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of this Plan shall control.

K. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court 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 this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (i) valid and enforceable pursuant to its terms; (ii) integral to this Plan and may not be deleted or modified without the Debtors' or Post-Effective Date Debtors' consent, as applicable; and (iii) nonseverable and mutually dependent.

L. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys shall 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 this Plan and any previous plan, and, therefore, neither any of such parties nor individuals nor the Post-Effective Date Debtors will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on this Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under this Plan or any previous plan.

M. Closing of Chapter 11 Cases.

The Post-Effective Date Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

N. Waiver or Estoppel.

Each Holder of a Claim, Equity Interest, or Intercompany Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim, Equity Interest, or Intercompany 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 this Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

Dated: May 16, 2026

STG Logistics, Inc.
on behalf of itself and all other Debtors

/s/ Tyler Holtgreven

Name: Tyler Holtgreven
Title: Chief Financial Officer

Exhibit B

Redline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re:

STG LOGISTICS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 26-10258 (MEH)

(Jointly Administered)

~~FIRST~~SECOND AMENDED JOINT PLAN OF REORGANIZATION OF STG LOGISTICS, INC.
AND ITS DEBTOR AFFILIATES PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

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Dated: ~~April~~May 14~~6~~, 2026

¹ The last four digits of Debtor STG Logistics, Inc.'s tax identification number are 8624. A complete list of each of the Debtors in these Chapter 11 Cases may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/STGLogistics>. The location of the Debtors' service address in these chapter 11 cases is: 5165 Emerald Parkway, Dublin, Ohio 43017.

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INTRODUCTION

STG Logistics, Inc. and the above-captioned debtors and debtors in possession propose this Plan for the resolution of the outstanding Claims, Equity Interests, and Intercompany Interests pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in Article I.A of this Plan. Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the resolution of outstanding Claims, Equity Interests, and Intercompany Interests pursuant to the Bankruptcy Code. Holders of Claims, Equity Interests, and Intercompany Interests may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, and projections of future operations as well as a summary and description of this Plan, the Restructuring Transactions, and certain related matters. The Debtors are the proponents of this Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

THE ISSUANCE OF ANY SECURITIES REFERRED TO IN THIS PLAN SHALL NOT CONSTITUTE AN INVITATION OR OFFER TO SELL, OR THE SOLICITATION OF ANY INVITATION OR OFFER TO BUY, ANY SECURITIES IN CONTRAVENTION OF APPLICABLE LAW IN ANY JURISDICTION. NO ACTION HAS BEEN TAKEN, NOR WILL BE TAKEN IN ANY JURISDICTION THAT WOULD PERMIT A PUBLIC OFFERING OF ANY SECURITIES REFERRED TO IN THIS PLAN (OTHER THAN SECURITIES ISSUED PURSUANT TO SECTION 1145 OF THE BANKRUPTCY CODE IN A DEEMED PUBLIC OFFERING) IN ANY JURISDICTION WHERE SUCH ACTION FOR THAT PURPOSE IS REQUIRED.

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

A. Defined Terms.

As used in the Plan, capitalized terms have the meanings set forth below.

1. “*10 Roll-Up DIP Claim*” means any Claim against any Debtor on account of the Roll-Up FLFO Loans (as defined in the DIP Documents).
2. “*20 Roll-Up DIP Claim*” means any Claim against any Debtor on account of the Roll-Up FLSO Loans (as defined in the DIP Documents).
3. “*2024 Equity Transactions*” means the May 2024 transactions by which, among other things, the Consenting Sponsors contributed \$30,000,000 in additional equity to the Debtors.
4. “*2024 Refinancing Transactions*” means the October and December 2024 transactions by which, among other things, Holders of FLFO Term Loan Claims extended \$136,500,000 in new money financing to the Debtors and the Consenting Sponsors contributed \$50,000,000 of equity capital to the Debtors, including all related debt exchange steps, intercompany asset transfers, and debt incurrences.
5. “*Ad Hoc Group*” means that certain ad hoc group of Consenting Lenders represented by the Ad Hoc Group Advisors.
6. “*Ad Hoc Group Advisors*” means (a) Gibson, Dunn & Crutcher LLP, as counsel to the Ad Hoc Group, (b) Porzio, Bromberg & Newman, P.C., as counsel to the Ad Hoc Group, (c) Evercore Group L.L.C., as financial advisor to the Ad Hoc Group, (d) Alvarez & Marsal North America, LLC, as financial advisor to the Ad Hoc Group,

and (e) any other professionals or advisors retained by the Ad Hoc Group in connection with the Restructuring Transactions.

7. “*Administrative Claim*” means a Claim for the costs and expenses of administration of the Estates under sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims in the Chapter 11 Cases; (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930; and (d) all Adequate Protection Obligations (as defined in the DIP Orders).

8. “*Administrative Claims Bar Date*” means the deadline for Filing requests for payment of Administrative Claims, which shall be (a) 30 days after the Effective Date for Administrative Claims other than Professional Fee Claims and (b) 60 days after the Effective Date for Professional Fee Claims.

9. “*Adversary Proceeding*” means the adversary proceeding filed by Axos Financial, Inc. and Siemens Financial Services, Inc. under Adv. Pro. No. 26-01032 (MEH) as may be amended.

10. “*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code. With respect to any Entity that is not a Debtor, the term “Affiliate” shall apply to such Entity as if the Entity were a Debtor.

11. “*Agents*” means, collectively, any administrative agent, collateral agent, or similar Entity under the Reception Purchaser Credit Agreement or the STG Distribution Credit Agreement, and the DIP Agent, and including, in each case, any assigns or successors thereto.

~~12. “Allocation Condition” means the allocation of value between the STG Distribution LLC Debtor silo and the Reception Purchaser, LLC Debtor silo acceptable to each of the Debtors and the Required Consenting FLFO Term Lenders in good faith, which includes, without limitation, full value for the Intercompany Notes Claims and the STG Distribution Guaranty Claims.~~

12. ~~13.~~ “*Allowed*” means, with respect to any Claim, except as otherwise provided herein: (a) a Claim that is evidenced by a Proof of Claim timely Filed by the applicable bar date (or for which Claim a Proof of Claim is not required under the Plan, the Bankruptcy Code, or a Final Order of the Bankruptcy Court); (b) a Claim that is listed in the Debtors’ Schedules, as may be amended by the Debtors from time to time in accordance with Bankruptcy Rule 1009, as not contingent, not unliquidated, and not Disputed and for which no Proof of Claim asserting a different amount or classification has been timely Filed; or (c) a Claim Allowed pursuant to the Plan, any stipulation approved by the Bankruptcy Court, any contract, instrument, indenture, or other agreement entered into or assumed in connection with the Plan, or a Final Order of the Bankruptcy Court; *provided* that, with respect to a Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that no objection to the allowance thereof has been interposed on or before the Claims Objection Deadline, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court or, if such an objection is so interposed, such Claim shall have been Allowed by a Final Order of the Bankruptcy Court; *provided, further*, that unless expressly waived by the Plan or otherwise permitted by the Plan, the Allowed amount of a Claim shall be subject to and shall not exceed the limitations or maximum amounts permitted by the Bankruptcy Code, including sections 502 or 503 of the Bankruptcy Code, to the extent applicable. “Allow” and “Allowing” shall have correlative meanings.

13. ~~14.~~ “*Ascalon RRG*” means Ascalon Risk Retention Group, a risk retention group established in accordance with Alabama Law, in its capacity as the Debtors’ automotive liability insurer.

14. ~~15.~~ “*Assumed Executory Contracts and Unexpired Leases List*” means, ~~if the Sale occurs,~~ the list to be included in the Plan Supplement, as determined by the Debtors, of Executory Contracts and Unexpired Leases that will be assumed by the Debtors, pursuant to the Plan, which list may be amended from time to time.

15. ~~16.~~ “*Assumed Plans*” means, collectively, the Debtors’ wages, compensation, benefits programs, and employment agreements in favor of those of the Debtors’ existing employees according to existing terms and practices as of the date of this Plan, including executive compensation programs and executive

employment agreements that are to be assumed ~~(a) as part of the Sale in accordance with the Sale Documents or (b) as part of the Recapitalization Transaction,~~ in accordance with the Restructuring Support Agreement.

16. ~~17.~~ “Auto Liability Claims” means all Allowed Claims held by an Entity (other than an insurance carrier) against the Debtors related to automotive liability and that have recourse to the Debtors’ self-insurance program administered by Ascalon RRG.

17. ~~18.~~ “Auto Liability Settlement” means, solely if the ~~Recapitalization~~ Restructuring Transactions ~~is~~ are consummated, any settlement agreement or similar document between the Debtors and any non-Debtor parties liquidating the amount of an Allowed Auto Liability Claim to receive *pro rata* treatment in accordance with the terms hereof, which shall be subject to the consent of the Required Consenting FLFO Term Lenders. For the avoidance of doubt, no Auto Liability Settlement shall be effective in the event ~~a Sale occurs or the Bankruptcy Court does not confirm this pPlan constituting a Recapitalization Transaction under the Restructuring Support Agreement.~~

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

19. ~~20.~~ “Backstop Commitment” means, with respect to each Backstop Party, the amount of the DIP Facility to be backstopped (or caused to be backstopped by an Affiliate or Affiliates) by such Backstop Party pursuant to the terms of the DIP Documents and the Restructuring Support Agreement.

20. ~~21.~~ “Backstop Parties” means Consenting Lender that has committed to providing a Backstop Commitment pursuant to the DIP Documents.

21. ~~22.~~ “Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as now in effect and hereafter amended.

22. ~~23.~~ “Bankruptcy Court” means the United States Bankruptcy Court for the District of New Jersey.

23. ~~24.~~ “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

~~25. “Bidding Procedures” means the bidding procedures governing the submission and evaluation of bids in connection with the Sale, attached as Exhibit 1 to the Bidding Procedures Order.~~

~~26. “Bidding Procedures Motion” means the Debtors’ Motion for Entry of an Order (I) Approving the Bidding Procedures and Auction(s), (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and Auction(s), (IV) Approving the Form and Manner of Notice Thereof, (V) Authorizing the Assumption and Assignment of Assumed Contracts, and (VI) Granting Related Relief [Docket No. 199].~~

~~27. “Bidding Procedures Order” means the Order (I) Approving the Bidding Procedures and Auction(s), (II) Approving Stalking Horse Bid Protections, (III) Scheduling Bid Deadlines and Auction(s), (IV) Approving the Form and Manner of Notice Thereof, (V) Authorizing the Assumption and Assignment of Assumed Contracts, and (VI) Granting Related Relief [Docket No. 351].~~

24. ~~28.~~ “Business Day” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)). When a period of days under the Plan ends on a day that is not a Business Day, then such period shall be extended to the following Business Day.

25. ~~29.~~ “Cash” means cash and cash equivalents, including bank deposits, checks, and other similar items in the legal tender of the United States of America.

26. ~~30.~~ “Cash Collateral” has the meaning set forth in section 363(a) of the Bankruptcy Code.

27. ~~31.~~ “Cause of Action” means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, license, and franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively (including any alter ego theories), whether arising before, on, or after the Petition Date, in contract or in tort, in Law or in equity, or pursuant to any other theory of Law (including under any state or federal securities laws). Causes of Action include: (a) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by Law or in equity, (b) the right to object to Claims, Intercompany Interests, and Equity Interests, (c) any claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, (d) any claim or defense including fraud, mistake, duress, usury, and any other defenses set forth in section 558 of the Bankruptcy Code, and (e) any state Law fraudulent transfer claim.

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

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

30. ~~34.~~ “Claims and Noticing Agent” means Epiq Corporate Restructuring, LLC, the claims, noticing, and solicitation agent for the Debtors in the Chapter 11 Cases.

31. ~~35.~~ “Claims Objection Deadline” means the date that is the later of: (a) one-hundred eighty (180) days after the Effective Date; (b) such other period of limitation as may be specifically fixed by the Debtors or Reorganized Post-Effective Date Debtors, as applicable; and (c) such other period of limitation as may be specifically fixed by the Bankruptcy Court, for objecting to such Claims.

32. ~~36.~~ “Claims Register” means the official register of Claims against, and Equity Interests and Intercompany Interests in, the Debtors maintained by the Clerk of the Bankruptcy Court or the Claims and Noticing Agent.

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

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

35. ~~39.~~ “Collective Bargaining Agreement” means that certain Agreement, by and between Veeco Holdings, LLC and Veeco Independent Employees Association, dated as of January 1, 2022, as may be amended, supplemented, modified, or restated from time to time.

36. ~~40.~~ “Committed RCF Treatment” means, with respect to each Holder of an FLFO RCF Claim that has elected to provide its Exit RCF Commitment, (i) the deemed issuance under the Exit RCF Facility of any outstanding and undrawn letters of credit issued by such Holder under the STG Distribution RCF, (ii) the issuance to such Holder of revolving loans under the Exit RCF Facility in an amount equal to the outstanding revolving loans and letter of credit obligations (other than with respect to any outstanding and undrawn letters of credit) owed to such Holder, (iii) the distribution to such Holder of its share of any Cash received by any Debtor from the beneficiary of any letter of credit after a draw thereunder in excess of the obligations of the Debtors to such beneficiary (which for the avoidance of doubt shall replenish capacity under the Exit RCF Facility) and (iv) to the extent the letters of credit

and revolving loans described in clause (i) would otherwise result in such Holder having aggregate exposure under the Exit RCF Facility on the Effective Date in excess of such Holder's Exit RCF Commitment, such Holder shall be entitled to repayment or cash collateralization in an amount equal to such excess, in each case on terms and conditions acceptable to the Required Consenting FLFO RCF Lenders.

37. ~~41.~~ "Committee" means an official committee of unsecured creditors, if any, that may be appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code.

38. ~~42.~~ "Confirmation" means the Bankruptcy Court's entry of the Confirmation Order.

39. ~~43.~~ "Confirmation Date" means the date upon which Confirmation occurs.

40. ~~44.~~ "Confirmation Hearing" means the hearing held by the Bankruptcy Court on Confirmation of the Plan, pursuant to Bankruptcy Rule 3020(b)(2) and sections 1128 and 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

41. ~~45.~~ "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, as such order may be amended, supplemented, or modified from time to time.

42. ~~46.~~ "Consenting FLFO RCF Lenders" means the holders (or beneficial holders) of, or nominees, investment advisors, sub-advisors, or managers of discretionary accounts that hold, FLFO RCF Claims that are each a party to the Restructuring Support Agreement and commit to provide their Exit RCF Commitment under the Exit RCF Facility by signing up, or executing a joinder to, the Restructuring Support Agreement.

43. ~~47.~~ "Consenting FLFO Term Lenders" means the holders (or beneficial holders) of, or nominees, investment advisors, sub-advisors, or managers of discretionary accounts that hold, FLFO Term Loan Claims that are each party to the Restructuring Support Agreement.

44. ~~48.~~ "Consenting FLSO Term Lenders" means the holders (or beneficial holders) of, or nominees, investment advisors, sub-advisors, or managers of discretionary accounts that hold, FLSO Term Loan Claims that are each party to the Restructuring Support Agreement.

45. ~~49.~~ "Consenting Lenders" means the Consenting FLFO Term Lenders, the Consenting FLFO RCF Lenders, and the Consenting FLSO Term Lenders.

46. ~~50.~~ "Consenting Sponsor" means each sponsor that is a party to the Restructuring Support Agreement, including Wind Point and Oaktree/Duration.

47. ~~51.~~ "Consenting Stakeholders" means, collectively, and each in their respective capacities, the Consenting Sponsors, the Consenting Lenders, and the Backstop Parties.

48. ~~52.~~ "Consummation" means the occurrence of the Effective Date.

49. ~~53.~~ "Convenience Claim" means any Allowed General Unsecured Claim greater than \$50 but less than or equal to \$100,000, the Holder of which irrevocably makes a Convenience Claim Election; *provided* that the Allowed amount of all Claims held by the Holder and its affiliates shall be aggregated for the purposes of the foregoing calculation; *provided, further*, that Holders whose General Unsecured Claims exceed \$100,000 may irrevocably make a Convenience Claim Election to have their aggregate Allowed General Unsecured Claims reduced to \$100,000 and afforded Convenience Claim treatment; *provided, further*, that any Holder that makes the Convenience Claim Election shall not opt out of the ~~Third-Party~~ Third-Party Release.

50. ~~54.~~ "Convenience Claim Election" means the election, through the opt-in election included in the ~~B~~ B ballot sent to Holders of General Unsecured Claims in accordance with the procedures set forth in the Disclosure Statement Order, pursuant to which Holders of General Unsecured Claims may elect to irrevocably (x) be, or (y) reduce their Allowed General Unsecured Claim to \$100,000 and be, afforded Convenience Claim Treatment;

provided, further, that any Holder that makes the Convenience Claim Election shall not opt out of the Third-Party Release.

51. ~~55.~~ “Convenience Claim Reserve” means the reserve to be established by the Debtors on the Effective Date to hold the Convenience Claims Cash Pool.

52. ~~56.~~ “Convenience Claim Treatment” means the treatment set forth in Articles III.B for Class 7B.

53. ~~57.~~ “Convenience Claims Cash Pool” means Cash in the amount of \$975,000 to fund distributions as provided herein on account of Convenience Claims.

~~58. “Credit Bid” means a bid submitted by the DIP Lenders and/or the Required First Out Lenders (as defined in the STG Distribution Credit Agreement) for the Debtors’ assets or Reorganized Equity.~~

54. ~~59.~~ “Cure” means all amounts, including an amount of \$0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

55. ~~60.~~ “D&O Liability Insurance Policies” means all Insurance Policies (including any “tail policy”) covering any of the Debtors’ current or former directors’, managers’, and officers’ liability and all agreements, documents, or instruments relating thereto.

56. ~~61.~~ “Debtor” means each of the Debtors in its individual capacity as debtor and debtor in possession in the Chapter 11 Cases.

57. ~~62.~~ “Debtor Release” means the release set forth in ~~Article IX.C~~ Article VIII.C hereof.

58. ~~63.~~ “Debtors” means, collectively, STG Logistics, Inc. and the above-captioned debtors and debtors-in-possession jointly administered with STG Logistics, Inc.

59. ~~64.~~ “Definitive Documents” means, collectively and as applicable, (a) the DIP Documents and any motions seeking entry of the DIP Orders; (b) the New Governance Documents, including all documents governing or implementing the Reorganized Equity; (c) the Takeback Term Loan Facility Documents; (d) the Exit RCF Facility Documents; (e) the MIP Documents and any and all agreements or documents governing any key employee incentive or retentive programs, including employment and/or other benefit or severance agreements; (f) this Plan; (g) the Confirmation Order; (h) the Disclosure Statement; (i) the Disclosure Statement Order and the other Solicitation Materials; (j) the First Day Pleadings and all orders sought pursuant thereto; (k) the Second Day Pleadings and all orders sought pursuant thereto; (l) the Takeback Equipment Financing Agreements; (m) ~~any Sale Documents, as applicable; (n)~~ the Plan Supplement (including the ~~Plan Administrator Agreement and the Restructuring Steps Plan~~); ~~(o)~~ (n) all filings and requests for regulatory or other approvals from any governmental entity or unit necessary to be obtained by the Debtor to implement the Restructuring Transactions; and ~~(p)~~ (o) all other pleadings, motions, orders, filings, documents, and agreements Filed by the Debtors or Post-Effective Date Debtors, as applicable, related to the Restructuring Transactions; and, in each case, any amendments, modifications, and supplements thereto; *provided that*, for the avoidance of doubt, in no event shall any retention application of any professional retained by the Debtors or Post-Effective Date Debtors, as applicable, or any supplement or modification thereto, be considered a Definitive Document.

60. ~~65.~~ “DIP Agent” has the meaning set forth in the DIP Order.

61. ~~66.~~ “DIP Claims” means any Claim against any Debtor arising out of the DIP Facility.

62. ~~67.~~ “DIP Credit Agreement” has the meaning set forth in the DIP Order.

63. ~~68.~~ “DIP Documents” has the meaning set forth in the DIP Order.

64. ~~69.~~ “DIP Facility” has the meaning set forth in the DIP Order.

65. ~~70.~~ “DIP Facility Claim” means any Claim held by any of the DIP Lenders or the DIP Agent derived from or based upon the DIP Credit Agreement or the DIP Orders, including Claims for all principal amounts outstanding, interest, fees, expenses, costs, indemnification, and other charges arising under or related to the DIP Credit Agreement.

66. ~~71.~~ “DIP Indemnity” means the go-forward indemnity for the benefit of the DIP Lenders and their Affiliates and Related ~~Parties~~ Persons (as defined in the DIP Credit Agreement) (in any capacity) due and payable under the DIP Credit Agreement and any related obligations, which, for the avoidance of doubt, includes all Restructuring Expenses, including those incurred in connection with any Non-Participating Holder Litigation.

67. ~~72.~~ “DIP Lenders” has the meaning set forth in the DIP Order.

68. ~~73.~~ “DIP Orders” means, collectively, the Interim DIP Order and the Final DIP Order.

~~74. “DIP Payment” means the term in the Sale Order providing for, immediately upon the closing of the Sale, payment in full in Cash of the DIP Claims.~~

69. ~~75.~~ “DIP Secured Parties” means the DIP Agent and the DIP Lenders.

70. ~~76.~~ “Disallowed” means, with respect to any Claim, a Claim or any portion thereof that: (a) has been disallowed by a Final Order; (b) is listed in the Schedules as zero or as contingent, disputed, or unliquidated and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely Filed under applicable law or the Plan; (c) is not listed in the Schedules and as to which no Proof of Claim or request for payment of an Administrative Claim has been timely Filed or deemed timely Filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely Filed under applicable law or the Plan; (d) has been withdrawn by agreement of the applicable Debtor and the Holder thereof; (e) has been withdrawn by the Holder thereof; (f) has been reclassified, expunged, subordinated, or estimated to the extent that such reclassification, expungement, subordination, or estimation results in a reduction in the Filed amount of any proof of Claim, Equity Interest, or Intercompany Interest; (g) is evidenced by a proof of Claim, Equity Interest, or Intercompany Interest that was not timely and properly Filed, or which has been deemed to be Filed under applicable law or order of the Bankruptcy Court which is required to be filed by order of the Bankruptcy Court but as to which such proof of Claim, Intercompany Interest, or Equity Interest was not timely or properly filed; (h) is unenforceable to the extent provided in section 502(b) of the Bankruptcy Code; and (i) where the Holder of a Claim is a Person or 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, unless such Person, Entity, or transferee has paid the amount, or turned over any such property, for which such Person, Entity, or transferee is liable under section 522(i), 542, 543, 550, or 553 of the Bankruptcy Code. In each case a Disallowed Claim, Disallowed Equity Interest, or Disallowed Intercompany Interest is disallowed only to the extent of disallowance, withdrawal, reclassification, expungement, subordination, or estimation.

71. ~~77.~~ “Disbursing Agent” means the Post-Effective Date Debtors or any Entity the Debtors or the Post-Effective Date Debtors, as applicable, select to make or to facilitate distributions in accordance with the Plan, which Entity may include the Claims and Noticing Agent or the Agents (with the respective Agent’s prior written consent), as applicable. ~~For the avoidance of doubt, the Plan Administrator may serve as the Disbursing Agent.~~

72. ~~78.~~ “Disclosure Statement” means the disclosure statement in respect of the Plan, including all exhibits and schedules thereto, each as may be amended, supplemented, or modified from time to time.

73. ~~79.~~ “*Disclosure Statement Order*” means any order of the Bankruptcy Court approving the adequacy of the Disclosure Statement.

74. ~~80.~~ “*Disputed*” means, as to a Claim, Equity Interest, or Intercompany Interest, a Claim, Equity Interest, or Intercompany Interest: (a) that is not Allowed; (b) that is not Disallowed under the Plan, the Bankruptcy Code, or a Final Order, as applicable; and (c) with respect to which a party in interest has Filed a Proof of Claim or otherwise made a written request to a Debtor for payment, without any further notice to or action, order, or approval of the Bankruptcy Court.

75. ~~81.~~ “*Distribution Record Date*” means the record date for purposes of making distributions under the Plan on account of Allowed Claims, which date shall be the first day of the Confirmation Hearing or such other date as determined by the Debtors in consultation with the Required Consenting FLFO Term Lenders.

76. ~~82.~~ “*DTC*” means the Depository Trust Company.

77. ~~83.~~ “*Effective Date*” means the date on which (a) no stay of the Confirmation Order is in effect, (b) all conditions precedent to the occurrence of the effectiveness of this Plan have been satisfied or waived in accordance with ~~Article X.B~~ Article IX.B of this Plan, (c) this Plan has been substantially consummated, and (d) a notice of the effective date of this Plan has been Filed on the docket of the Chapter 11 Cases.

78. ~~84.~~ “*Entity*” means any entity, as defined in section 101(15) of the Bankruptcy Code.

79. ~~85.~~ “*Equipment Financing*” means any lease by and between one or more of the Debtors and the respective lessors thereunder, whereby the applicable Debtor leases the right to exclusive possession of certain equipment for a definite term.

80. ~~86.~~ “*Equipment Financing Lenders*” means, collectively, the Holders of Equipment Financing Claims.

81. ~~87.~~ “*Equity Interests*” means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, equity security (as defined in section 101(16) of the Bankruptcy Code) partnership interests, membership interests, and any other equity, ownership, or profits interests of any Debtor and options, warrants, rights, stock appreciation rights, phantom units, incentives, commitments, calls, redemption rights, repurchase rights, or other Securities or agreements to acquire or subscribe for, or which are convertible into, or exercisable or exchangeable for, the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, partnership interests, membership interests, or any other equity, ownership, or profits interests of any Debtor (in each case whether or not arising under or in connection with any employment agreement and regardless of whether such equity interests are held directly or indirectly).

82. ~~88.~~ “*Estate*” means, as to each Debtor, the estate created for the Debtor in its Chapter 11 Case pursuant to sections 301 and 541 of the Bankruptcy Code upon the commencement of such Debtor’s Chapter 11 Case.

83. ~~89.~~ “*Exculpated Parties*” means, collectively, and in each case solely in its capacity as such: (a) each of the Debtors; and (b) with respect to the Debtors, each of their respective current and former directors, the Special Committee, managers, officers, attorneys, financial advisors, consultants, or other professionals or advisors that served in such capacity between the Petition Date and Effective Date.

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

85. ~~91.~~ “*Exit RCF Commitment*” means, with respect to each Holder of FLFO RCF Claims that commits to participate in the Exit RCF Facility by signing the Restructuring Support Agreement, the commitment by such Holder on terms and conditions acceptable to the Required Consenting FLFO RCF Lenders and consistent with the terms of the Restructuring Support Agreement to make revolving loans (which shall be used solely to reimburse draws under letters of credit), issue letters of credit, and acquire interests in letter of credit obligations under the Exit

RCF Facility, which commitment as of the Effective Date shall be in an amount equal to such Holder's existing "Revolving Loan Commitment" (as defined in the STG Distribution Credit Agreement).

86. ~~92.~~ "Exit RCF Facility" means the revolving credit facility to be entered into by the Post-Effective Date Debtors on the Effective Date ~~(if the Recapitalization Transaction is consummated)~~ on terms acceptable to the Required Consenting FLFO RCF Lenders pursuant to the Exit RCF Facility Documents, which facility shall include letters of credit issued under the STG Distribution Credit Agreement and the revolving loans described in the definition of "Committed RCF Treatment". The terms of the Exit RCF Facility shall not be worse for the Debtors in any material respect than the terms of the FLFO RCF; *provided* that the term and applicable margin shall be consistent with the Takeback Term Loan Facility (it being understood, however, that all undrawn letter of credit fees and interest shall be solely payable in Cash).

87. ~~93.~~ "Exit RCF Facility Documents" means the credit agreement governing the Exit RCF Facility and any other agreements, documents, and instruments delivered or entered into in connection therewith, including, without limitation, any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, which may be the Takeback Term Loan Facility Documents, which shall be acceptable to the Required Consenting FLFO RCF Lenders and consistent with the Restructuring Support Agreement.

88. ~~94.~~ "Federal Judgment Rate" means the federal judgment rate in effect as of the Petition Date.

89. ~~95.~~ "File" means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases. "Filed" and "Filing" shall have correlative meanings.

90. ~~96.~~ "Final DIP Order" means the *Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Authorizing the Debtors to Use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [Docket No. 248].

91. ~~97.~~ "Final Order" means, as applicable, 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, vacated, stayed, modified, or amended 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 sought, 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; *provided, however*, that no order or judgment shall fail to be a "Final Order" solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

92. ~~98.~~ "First Day Pleadings" means those certain pleadings Filed by the Debtors contemporaneously with their voluntary petitions on the Petition Date.

93. ~~99.~~ "FLFO Claims" means all FLFO Term Loan Claims and FLFO RCF Claims.

~~100. "FLFO Payment" means, to the extent the proceeds of a Sale following the DIP Payment exceed the amount of FLFO Term Loan Claims, payment in full in Cash of the FLFO Term Loan Claims.~~

94. ~~101.~~ "FLFO RCF Claim" means any Claim on account of the STG Distribution RCF.

95. ~~102.~~ "FLFO Term Loan Claims" means any Claim on account of the FLFO Term Loans.

96. ~~103.~~ “*FLFO Term Loans*” means the “First-Out Term Loans,” as such term is defined in the STG Distribution Credit Agreement.

~~104. “*FLSO Payment*” means (a) to the extent the proceeds of the Sale following the DIP Payment and the FLFO Payment exceed the amount of FLSO Term Loan Claims, payment in full in Cash of the FLSO Term Loan Claims or (b) to the extent the proceeds of the Sale following the DIP Payment and the FLFO Payment do not exceed the amount of FLSO Term Loan Claims, payment in Cash of the FLSO Term Loan Claims on terms reasonably acceptable to the Required Consenting FLSO Term Lenders.~~

97. ~~105.~~ “*FLSO Term Loan Claims*” means any Claim on account of the FLSO Term Loans.

98. ~~106.~~ “*FLSO Term Loans*” means the “Second-Out Term Loans,” as such term is defined in the STG Distribution Credit Agreement.

99. ~~107.~~ “*FLTO Term Loan Claims*” means any Claim on account of the FLTO Term Loans.

100. ~~108.~~ “*FLTO Term Loans*” means the “Third-Out Term Loans,” as such term is defined in the STG Distribution Credit Agreement.

101. ~~109.~~ “*Funded Debt Claim*” means, collectively, the FLFO RCF Claims, FLFO Term Loan Claims, the FLSO Term Loan Claims, the FLTO Term Loan Claims, the Reception Purchaser RCF Claims, Reception Purchaser First Lien Claims, STG Distribution Guaranty Claims, and the Intercompany Notes Claims.

102. ~~110.~~ “*General Unsecured Claim*” means any Claim that is not: (a) an Administrative Claim; (b) a Claim by a professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code; (c) a Priority Tax Claim; (d) a DIP Claim; (e) an Other Secured Claim; (f) an Other Priority Claim; (g) a Funded Debt Claim; or (h) an Intercompany Claim; *provided* that any Holder of an Allowed General Unsecured Claim that makes the Convenience Claim Election shall receive the Convenience Claim Treatment.

103. ~~111.~~ “*Governing Body*” means, in each case in its capacity as such, the board of directors, board of managers, manager, managing member, general partner, investment committee, special committee, or such similar governing body of any of the Debtors or the Post-Effective Date Debtors, as applicable.

104. ~~112.~~ “*Governmental Unit*” means any governmental unit, as defined in section 101(27) of the Bankruptcy Code.

105. ~~113.~~ “*Holder*” means an Entity holding a Claim against, or Equity Interest or Intercompany Interest in, any Debtor.

106. “*Illinois Action*” means that certain action pending in the Circuit Court of Cook County, Illinois: County Department, Law Division captioned Axos Financial, Inc. v. Antares Capital LP, et. al, No. 37701419.

107. ~~114.~~ “*Impaired*” means “impaired” within the meaning of section 1124 of the Bankruptcy Code.

108. ~~115.~~ “*Incremental New Money DIP Loans*” means the loans issued, if any, up to \$25,000,000, which may be made available immediately prior to the Effective Date in the form of incremental term loans issued under the DIP Facility.

109. ~~116.~~ “*Indemnification Obligations*” means any obligations of the Debtors pursuant to corporate charters, certificates of incorporation or formation, bylaws, limited partnership agreements, limited liability company agreements, written deeds of indemnity, other organizational documents, board resolutions, indemnification agreements, employment contracts, or otherwise that are in place as of the Execution Date (as defined in the Restructuring Support Agreement) solely to indemnify individuals who are current and former officers, directors,

individual managers, members, partners, supervisors, agents, or employees with respect to all actions, suits, and proceedings against the Debtors or such officers, directors, individual managers, members, partners, supervisors, agents, or employees, based upon any act or omission for or on behalf of the Debtors.

110. ~~117.~~ “*Insurance Policies*” means all insurance policies that have been issued at any time to, or provide coverage to, any of the Debtors or any of their predecessors, and all agreements, documents or instruments relating thereto, including all D&O Liability Insurance Policies.

111. ~~118.~~ “*Insurer*” means any insurance company or third-party administrator that issued or entered into an Insurance Policy and any respective predecessors and/or affiliates thereof.

112. ~~119.~~ “*Intercompany Claim*” means any Claim against a Debtor held by an Affiliate of such Debtor (including another Debtor), excluding Intercompany Notes Claims.

113. ~~120.~~ “*Intercompany Credit Agreement*” means that certain Intercompany Credit Agreement, dated as of October 3, 2024, as amended, restated, amended and restated, supplemented, and/or otherwise modified from time to time, by and among Reception Purchaser, LLC, as the Borrower, Reception Mezzanine Holdings, LLC, as Holdings, the other persons party thereto that are designated as credit parties, Wilmington Savings Fund Society, FSB, as the Agent for the Lender, and STG Distribution, LLC, as the Lender.

114. ~~121.~~ “*Intercompany Interest*” means, other than an Equity Interest, any shares (or any class thereof), 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, profits interests, puts, options, warrants, rights, or other Securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests in a Debtor held by another Debtor.

115. ~~122.~~ “*Intercompany Notes*” means indebtedness under the Intercompany Credit Agreement.

116. ~~123.~~ “*Intercompany Notes Claim*” means any Claim against Reception Purchaser, LLC on account of the Intercompany Notes.

117. ~~124.~~ “*Interim DIP Order*” means *Interim Order (I) Authorizing the Debtor to Obtain Postpetition Financing, (II) Authorizing the Debtors to use Cash Collateral, (III) Granting Liens and Providing Superpriority Administrative Expense Claims, (IV) Granting Adequate Protection, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 84].

118. ~~125.~~ “*Investigation*” means the Special Committee’s independent investigation regarding any potential Estate claims and Causes of Action.

119. ~~126.~~ “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

120. ~~127.~~ “*Law*” means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, treaty, duty, requirement, 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).

121. ~~128.~~ “*Lien*” means a lien as defined in section 101(37) of the Bankruptcy Code.

~~129. “*Litigation Condition*” means, to the maximum extent allowable by applicable law, a judgment, ruling, finding, or other determination, that is reasonably acceptable to the Required Consenting FLFO Term Lenders, denying, dismissing, or otherwise adverse to the relief sought by the Non Participating Holders in the Non Participating Holder Litigation or otherwise determining that the 2024 Refinancing Transactions fully complied~~

~~with the Reception Purchaser Credit Agreement and any other relevant documentation and does not give rise to any claims related thereto.~~

122. ~~130.~~ “*Management Incentive Plan*” means a post-emergence management incentive plan to be designed and adopted by the New Board following the Effective Date, to be used to incentivize and compensate employees, directors, consultants, and other service providers, which will include (i) the ability to grant restricted stock units, options, Reorganized Equity, or other rights exercisable, exchangeable, or convertible into Reorganized Equity (or equivalent Cash value thereof) of MIP Equity and (ii) other terms and conditions customary for similar type equity plans as determined by the New Board in its sole discretion (including, with respect to participants, allocation of awards, and vesting).

123. ~~131.~~ “*MIP Documents*” means all documents governing the Management Incentive Plan.

124. ~~132.~~ “*MIP Equity*” means Reorganized Equity representing up to 10% of the Reorganized Equity under the Management Incentive Plan as authorized by the New Board in its sole discretion.

~~133. “*Net Distributable Cash*” means, in the event of a Sale, Cash minus the Wind Down Amount minus the RCF Reserve Account (or any amounts held in the RCF Reserve Account unless the letters of credit benefitting from the RCF Reserve Account have been released or satisfied from such amounts) minus the Sale Payment Amount, if any.~~

125. ~~134.~~ “*New Board*” means, ~~if the Recapitalization Transaction occurs,~~ the Governing Body of Post-Effective Date STG, which shall consist of the Chief Executive Officer of the Post-Effective Date Debtors and four (4) additional members.

126. ~~135.~~ “*New Governance Documents*” means the documents providing for corporate governance of Post-Effective Date STG and the other Post-Effective Date Debtors, including charters, bylaws, operating agreements, or other organizational documents or shareholders’ agreements, as applicable, which shall be consistent with section 1123(a)(6) of the Bankruptcy Code (as applicable). Additionally, all New Governance Documents, ~~whether pursuant to a Recapitalization Transaction or a Credit Bid,~~ shall include the Reorganized Debtor Indemnity.

127. ~~136.~~ “*New Money DIP Claims*” means any Claim on account of the New Money DIP Loans.

128. ~~137.~~ “*New Money DIP Loans*” means the Initial New Money Term Loans and the Delayed Draw New Money Term Loans (each as defined in the DIP Documents).

129. “*New York Action*” means that certain action pending in the Supreme Court of the State of New York for the County of New York: Commercial Division captioned Axos Financial, Inc. v. Reception Purchaser, LLC, No. 650108/2025, and any appeal therefrom.

130. ~~138.~~ “*Non-Participating Holder*” means each of Axos Financial, Inc. and Siemens Financial Services, Inc., and any successor in interest to either of the aforementioned entities.

131. ~~139.~~ “*Non-Participating Holder Litigation*” means that certain action pending in the Supreme Court of the State of New York for the County of New York: Commercial Division captioned Axos Financial, Inc. v. Reception Purchaser, LLC, No. 650108/2025, collectively, (a) the New York Action, (b) the Illinois Action, (c) the Adversary Proceeding, and (d) any other action, proceeding, allegation, or Cause of Action arising out of or related to the facts and circumstances (i) that were or could have been alleged in any of the foregoing clauses (a) through (c) or (ii) related, in whole or in part, to the STG Distribution Credit Agreement, the Reception Purchaser Credit Agreement, or the 2024 Refinancing Transactions, including any acts, omissions, transactions, agreements, other occurrences, or negotiations disclosed or discussed, as applicable, among any of the Reception Purchaser Settlement Parties with respect to any of the foregoing.

132. ~~140.~~ “*Oaktree/Duration*” means Reception Oaktree Aggregator, L.P. and certain of its affiliates in their capacities as holders of Equity Interests that are each party to the Restructuring Support Agreement.

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

134. ~~142.~~ “*Other Secured Claim*” means any Claim, other than a Funded Debt Claim, that is (a) secured by a valid, perfected, and enforceable lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

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

136. ~~144.~~ “*Petition Date*” means January 12, 2026.

137. ~~145.~~ “*Plan*” means this joint plan of reorganization Filed by the Debtors under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, or the terms hereof, as the case may be, and the Plan Supplement, which is incorporated herein by reference, including all exhibits and schedules hereto and thereto, which shall be consistent with the Restructuring Support Agreement.

~~146. “*Plan Administrator*” means, if the Sale occurs, the person selected by the Debtors with the reasonable consent of the Required Consenting FLFO Lenders to (a) liquidate all assets of the Estates vested in the Post Effective Date Debtors, (b) liquidate all assets held from time to time by the Post Effective Date Debtors, and (c) make distributions under the Plan.~~

~~147. “*Plan Administrator Agreement*” means, if the Sale occurs, that certain agreement entered into no later than the Effective Date setting forth, among other things, the Plan Administrator’s rights, powers, obligations, and compensation, all of which shall be consistent with the applicable provisions of the Plan.~~

138. ~~148.~~ “*Plan Distribution*” means a payment or distribution to Holders of Allowed Claims, Equity Interests, Intercompany Interests, or other eligible Entities under and in accordance with the Plan.

139. ~~149.~~ “*Plan Supplement*” means the compilation of documents and forms of documents, agreements, schedules, and exhibits to the Plan (in each case, 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 be Filed by the Debtors prior to the Effective Date to the extent reasonably practicable, including the following, as applicable: (a) the New Governance Documents, including all documents necessary to issue the Reorganized Equity, if any; (b) the Takeback Term Loan Facility Documents; (c) the Exit RCF Facility Documents; (d) the identity and members of the New Board; (e) the Schedule of Retained Causes of Action (which shall be submitted in consultation with the Committee); (f) the Restructuring Steps Plan; (g) the Assumed Executory Contracts and Unexpired Leases List and Rejected Executory Contracts and Unexpired Leases List, if any; (h) the Takeback Equipment Financing Agreements, if any; (i) the ~~Plan Administrator Agreement~~; (j) the Auto Liability Settlements; and (k) additional documents Filed with the Bankruptcy Court prior to the Effective Date as amendments to the Plan Supplement.

140. ~~150.~~ “*Post-Effective Date Debtor*” means a Debtor, as reorganized pursuant to and under this Plan, on and after the Effective Date.

141. ~~151.~~ “*Post-Effective Date STG*” means one or more Post-Effective Date Debtors or any successor or assign thereto, by transfer, merger, consolidation, or otherwise, including any new entity, in each case to be determined by the Debtors, to issue the Reorganized Equity, on and after the Effective Date.

142. ~~152.~~ “*Prepetition Debt Documents*” means the Reception Purchaser Credit Agreement, the STG Distribution Credit Agreement, the Intercompany Credit Agreement, the Equipment Financings, and all ancillary agreements and documents relating thereto.

143. ~~153.~~ “*Priority Claims*” means, collectively, Administrative Claims, Priority Tax Claims, and Other Priority Claims.

144. ~~154.~~ “*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

145. ~~155.~~ “*Professional*” means an Entity: (a) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

146. ~~156.~~ “*Professional Fee Amount*” means the aggregate amount of Professional Fee Claims and other unpaid fees and expenses that Professionals reasonably estimated in good faith that they have incurred or will incur in rendering services to the Debtors as set forth in Article II.D of the Plan. ~~For the avoidance of doubt, the Professional Fee Amount shall be included in the Wind-Down Amount and subject to the related consent rights.~~

147. ~~157.~~ “*Professional Fee Claim*” means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred by such Professional through and including the Confirmation Date under sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code. To the extent the Bankruptcy Court denies or reduces by Final Order any amount of a Professional’s requested fees and/or expenses, then the amount by which such fees or expenses, as applicable, are reduced or denied shall reduce the applicable Professional Fee Claim.

148. ~~158.~~ “*Professional Fee Escrow Account*” means an interest-bearing account funded by the Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Amount.

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

~~160. “Purchase Agreement” means a purchase agreement with a third party purchaser or pursuant to a Credit Bid (as defined in the Bidding Procedures).~~

~~161. “Purchaser” means the purchaser under the applicable Purchase Agreement.~~

150. ~~162.~~ “*RCF Reserve Account*” shall have the meaning ascribed to such term in the DIP Orders.

~~163. “Recapitalization Transaction” means a restructuring under the Plan pursuant to which, among other things, the Post-Effective Date Debtors distribute all Reorganized Equity to Holders of DIP Claims, FLFO Term Loan Claims, and FLSO Term Loan Claims on the Effective Date, subject to dilution from the MIP Equity.~~

151. ~~164.~~ “*Reception Purchaser Credit Agreement*” means that certain credit agreement and any documents governing the Reception Purchaser Term Loan Facility and the Reception Purchaser RCF (including any related notes, certificates, agreements, security agreements, documents and instruments related to or executed in connection therewith), dated as of March 24, 2022 (as amended, restated, amended and restated, supplemented, and/or otherwise modified from time to time), by and among Reception Purchaser LLC, together with each other Person who becomes a borrower thereunder, as the Borrowers, the other persons party thereto that are designated as credit parties, Antares Capital LP, as administrative agent and collateral agent, and the other financial institutions party thereto as Lenders, comprised of revolving credit facility loans and term loans in an aggregate estimated principal amount outstanding of \$57,964,819,443, plus applicable interest, fees, costs, expenses and premiums.

152. ~~165.~~ “*Reception Purchaser Facility Claims*” means all Claims arising under the Reception Purchaser Term Loan Facility, the Reception Purchaser RCF, or under that certain Guaranty and Security Agreement, dated as of March 24, 2022 (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time), by and between Reception Purchaser, LLC, together with each other Person that is or becomes a borrower and grantor thereunder, and Antares Capital LP, as Agent.

153. ~~166.~~ “*Reception Purchaser First Lien Claims*” means all Reception Purchaser Facility Claims, Intercompany Notes Claims, and STG Distribution Guaranty Claims.

154. ~~167.~~ “*Reception Purchaser RCF*” means that certain revolving credit facility under the Reception Purchaser Credit Agreement, comprised of revolving credit facility loans in an aggregate estimated principal amount outstanding of \$1,851,851, plus applicable interest, fees, costs, expenses and premiums.

155. ~~168.~~ “*Reception Purchaser RCF Claim*” means a Claim arising under the Reception Purchaser RCF, including all claims, controversies, causes of action, cross-claims, counter claims, demands, debts, allegations for compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys’ fees, or liabilities of any nature whatsoever in Law and in equity, both past and present and whether known or unknown, suspected, unsuspected or claimed, alleged or which could ever have been alleged in the Non-Non-Participating Holder Litigation.

156. “*Reception Purchaser Settlement*” means the settlement of all Claims, Causes of Action, and controversies among the Reception Purchaser Settlement Parties as set forth in and contemplated by this Plan and effective as of the Effective Date.

157. “*Reception Purchaser Settlement Amount*” means Cash in the amount of \$12,000,000.

158. “*Reception Purchaser Settlement Released Claims*” means the Claims and Causes of Action released among the Reception Purchaser Settlement Parties as set forth in Article IV.B.2 hereof.

159. “*Reception Purchaser Settlement Parties*” means, collectively, each of (a) the Debtors, (b) the Non-Participating Holders, (c) the Consenting Stakeholders, (d) Antares Capital LP, (e) the current and former Affiliates of each Entity in the foregoing clauses (a) through (d), and (f) the Related Parties of each Entity in the foregoing clauses (a) through (e).

160. ~~169.~~ “*Reception Purchaser Term Loan Claim*” means Claims arising under the Reception Purchaser Term Loans, including all claims, controversies, causes of action, cross-claims, counter claims, demands, debts, allegations for compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys’ fees, or liabilities of any nature whatsoever in Law and in equity, both past and present and whether known or unknown, suspected, unsuspected or claimed, alleged or which could ever have been alleged in the Non-Participating Holder Litigation.

161. ~~170.~~ “*Reception Purchaser Term Loan Facility*” means that certain term loan facility under the Reception Purchaser Credit Agreement.

162. ~~171.~~ “*Reception Purchaser Term Loans*” means indebtedness under the Reception Purchaser Term Loan Facility comprised of third out term loans in an aggregate estimated principal amount outstanding of approximately \$55,967,592, plus applicable interest, fees, costs, expenses, and premiums.

163. ~~172.~~ “*Reinstate*” means reinstate, reinstated, or reinstatement with respect to Claims or Intercompany Interests, that the Claim, Equity Interest, or Intercompany Interest shall be rendered Unimpaired in accordance with section 1124(1) of the Bankruptcy Code. “Reinstated” and “Reinstatement” shall have correlative meanings.

164. ~~173.~~ “*Rejected Executory Contracts and Unexpired Leases List*” means, ~~if the Recapitalization Transaction occurs,~~ the list to be included in the Plan Supplement, as determined by the Debtors, of Executory

Contracts and Unexpired Leases that will be rejected by the Debtors, pursuant to the Plan, which list may be amended from time to time.

165. ~~174.~~ “*Related Party*” means, with respect to a specified Person, each of such Person’s, and in each case in its capacity as such, current and former directors, managers, officers, 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, current, former, and future associated entities, managed or advised entities, accounts or funds, partners, limited partners, general partners, principals, members, management companies, fund advisors, managers, fiduciaries, trustees, employees, agents (including any Disbursing Agent), advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, representatives advisors, predecessors, successors, and assigns. For the avoidance of doubt, the Debtors’ Related Parties include the Special Committee and any attorneys or professionals retained by any current or former director or manager of a Debtor in his or her capacity as director or manager as a Debtor, including, for the avoidance of doubt, any attorneys or professionals retained by the Special Committee.

~~175. “Released Preference Actions” means the release of all Claims pursuant to section 547 of the Bankruptcy Code against any Holder of an Allowed General Unsecured Claim (x) unless such Holder opts out of the Third-Party Release, or (y) excluding against any Holder of an Allowed General Unsecured Claim solely for defensive purposes including in response to, in connection with, or as part of, without limitation, any defenses, counterclaims, setoff, or recoupment asserted in response to any Claim or cause of action asserted against a Debtor or its Estate, or the subordination, recharacterization, or avoidance of any Claim asserted against a Debtor or its Estate.~~

166. ~~176.~~ “*Released Party*” means collectively, and in each case solely in its capacity as such: (a) each Debtor; (b) each Post-Effective Date Debtor; (c) each Consenting Stakeholder; (d) each Consenting Sponsor; (e) each DIP Lender; (f) the DIP Agent; (g) each Agent; (h) the Committee and each of its members; (i) each ~~Releasing Party~~ Non-Participating Holder; (j) each Releasing Party; (k) each current and former Affiliate of each Entity in clause (a) through the following clause (~~k~~); and (~~k~~) each Related Party of each Entity in clauses (a) through this clause (~~k~~); *provided, however*, that, in each case, an Entity shall not be a Released Party if it: (x) elects to opt out of the Third-Party Release; or (y) timely objects to the Third-Party Release and such objection is not withdrawn or otherwise resolved before the Confirmation Order is entered. For the avoidance of doubt and notwithstanding anything herein to the contrary, no non-Releasing Party shall be a Released Party under this Plan.

167. ~~“Released Preference Actions” means the release of all Claims pursuant to section 547 of the Bankruptcy Code against any Holder of an Allowed General Unsecured Claim (x) unless such Holder opts out of the Third-Party Release, or (y) excluding against any Holder of an Allowed General Unsecured Claim solely for defensive purposes including in response to, in connection with, or as part of, without limitation, any defenses, counterclaims, setoff, or recoupment asserted in response to any Claim or cause of action asserted against a Debtor or its Estate, or the subordination, recharacterization, or avoidance of any Claim asserted against a Debtor or its Estate.~~

168. ~~177.~~ “*Releasing Party*” means ~~collectively, and~~ each solely in its capacity as such: (a) each Debtor; (b) each Post-Effective Date Debtor; (c) each Consenting Stakeholder; (d) each Consenting Sponsor; (e) each DIP Lender; (f) the DIP Agent; (g) each Agent; (h) the Committee and each of its members; (i) each Non-Participating Holder; (j) all Holders of Claims; (~~jk~~) all Holders of Equity Interests; (~~k~~) each current and former Affiliate of each Entity in clause (a) through the following clause (~~km~~); and (~~km~~) each Related Party of each Entity in clauses (a) through this clause (~~km~~); *provided, however*, that each Entity in the foregoing clause (j) or (k) that (x) elects to opt out of the Third-Party Release; or (y) timely objects to the Third-Party Release and such objection is not withdrawn or otherwise resolved before the Confirmation Order is entered shall not be a Releasing Party.

169. ~~178.~~ “*Reorganized Debtor Indemnity*” means the new go-forward indemnity and any related obligations for the benefit of the DIP Lenders and their Affiliates and Related Parties (in any capacity) that covers the Restructuring Transactions and all prepetition transactions, including, without limitation, the 2024 Refinancing

Transactions, the Non-Participating Holder Litigation, the Adversary Proceeding, and any Claims or Causes of Action related thereto.

170. ~~179.~~ “*Reorganized Equity*” means, ~~in the event of a Recapitalization Transaction,~~ the common stock or common equity issued by Post-Effective Date STG on the Effective Date.

171. ~~180.~~ “*Required Consenting FLFO RCF Lenders*” means, as of the relevant date, Consenting FLFO RCF Lenders holding at least 67.5% of the aggregate “Revolving Loan Commitments” (as defined in the STG Distribution Credit Agreement) that are held by Consenting FLFO RCF Lenders.

172. ~~181.~~ “*Required Consenting FLFO Term Lenders*” means, as of the relevant date, Consenting FLFO Term Lenders holding at least 66.67% of the aggregate outstanding principal amount of FLFO Term Loans that are held by Consenting FLFO Term Lenders.

173. ~~182.~~ “*Required Consenting FLSO Term Lenders*” means, as of the relevant date, Consenting FLSO Term Lenders holding at least 50.01% of the aggregate outstanding principal amount of FLSO Term Loans that are held by Consenting FLSO Term Lenders.

174. ~~183.~~ “*Restructuring Expenses*” means the reasonable and documented fees, costs, and out-of-pocket expenses of (i) the Ad Hoc Group Advisors, (ii) Davis Polk & Wardwell LLP and Greenberg Traurig, LLP, as counsel to Antares Capital LP and its affiliates, (iii) the DIP Agent, and (iv) the DIP Secured Parties.

175. ~~184.~~ “*Restructuring Steps Plan*” means a document that outlines the steps, considerations, treatment of Intercompany Claims and Intercompany Interests, and agreed fundings, as applicable, for any Post-Effective Date Debtor, including any foreign non-Debtor party to the Restructuring Support Agreement.

176. ~~185.~~ “*Restructuring Support Agreement*” means that certain restructuring support agreement, dated as of January 12, 2026, by and among the Debtors and the Consenting Stakeholders, including all exhibits thereto, including, for the avoidance of doubt, the Restructuring Term Sheet.

177. ~~186.~~ “*Restructuring Term Sheet*” means the term sheet attached to the Restructuring Support Agreement as Exhibit B, including all exhibits thereto.

178. ~~187.~~ “*Restructuring Transactions*” means the transactions described in Article IV.

179. ~~188.~~ “*Retained Causes of Action*” means, collectively, all Claims and Causes of Action not released by the Debtors pursuant to the terms of this Plan, including any Claims and Causes of Action listed on the Schedule of Retained Causes of Action. For the avoidance of doubt, Retained Causes of Action shall not include: (a) any Claims or Causes of Action against the Consenting Stakeholders and/or their Affiliates and/or advisors; and (b) any Released Preference Actions.

180. ~~189.~~ “*Roll-Up DIP Claims*” means the 10 Roll-Up DIP Claims and the 20 Roll-Up DIP Claims.

181. ~~190.~~ “*Rules*” means Rule 501(a)(1), (2), (3), (7), (8), (9), (12), and (13) of the Securities Act.

~~191. “Sale” means (a) a sale or sales of all or substantially all assets of the Debtors or the Reorganized Equity to a Purchaser in accordance with the Bidding Procedures and the Bidding Procedures Order, which shall occur only if a Toggle Trigger Event occurs or (b) any other asset monetization that is consented to by the Required DIP Lenders and the Required Consenting FLFO Term Lenders; provided that, for the avoidance of doubt, any sale of an individual asset or assets that does not or do not constitute a sale of substantially all of the assets of the Debtors (taken collectively) shall not be considered a “Sale” under this Plan and shall not be considered a Toggle Trigger Event. For the avoidance of doubt, a Sale may be made pursuant to a Credit Bid or a Third Party Sale Transaction.~~

~~192. “Sale Documents” means all agreements, instruments, pleadings, orders, or other related documents utilized to consummate the Sale, including, but not limited to, the Bidding Procedures, Bidding Procedures Motion, Bidding Procedures Order, Purchase Agreement (if any), and Sale Order (if any).~~

~~193. “Sale Order” means a Final Order, if any, approving the Sale as contemplated by any applicable Purchase Agreement. For the avoidance of doubt, the Sale Order must (a) contain the Litigation Condition, the Allocation Condition, (b) provide immediately upon the closing of such sale for (i) the payment of the Sale Payment Amount from the Sale proceeds and (ii) the repayment or cash collateralization, as applicable, of FLFO RCF Claims held by Consenting FLFO RCF Lenders from the RCF Reserve Account (or any amounts held in the RCF Reserve Account) in accordance with the Restructuring Support Agreement (including the Restructuring Term Sheet), and (c) if the Sale involves a Credit Bid, a judgment, ruling, finding, or other determination that the DIP Lenders and/or the Required First Out Lenders (as defined in the STG Distribution Credit Agreement) have validly exercised their right to credit bid all or a portion of their respective secured claims, which claims are Allowed, secured, and not subject to any bona fide dispute as to amount, validity, priority, extent, or otherwise.~~

~~194. “Sale Payment Amount” means, collectively, the DIP Payment, the FLFO Payment, and the FLSO Payment.~~

182. ~~195.~~ “Schedule of Retained Causes of Action” means the schedule of certain Causes of Action of the Debtors (to be included in the Plan Supplement) that are not released, waived, or transferred pursuant to this Plan, as the same may be amended, modified, or supplemented from time to time.

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

184. ~~197.~~ “Second Day Pleadings” means any “second day” pleadings that the Debtors determine are necessary or desirable to File; *provided* that retention applications shall not be considered Second Day Pleadings.

185. ~~198.~~ “Second Out Condition” means the acceptance of this Plan by the requisite number and amount of Holders of Allowed FLSO Term Loan Claims in Class 4 in accordance with section 1126 of the Bankruptcy Code.

186. ~~199.~~ “Section 510(b) Claim” means any Claim, Equity Interest against a Debtor subject to subordination under section 510(b) of the Bankruptcy Code, whether by operation of law or contract.

187. ~~200.~~ “Secured Claim” means a Claim: (a) secured by a valid, perfected, and enforceable Lien on collateral to the extent of the value of such collateral, as determined in accordance with section 506(a) of the Bankruptcy Code or (b) subject to a valid right of setoff pursuant to section 553 of the Bankruptcy Code.

188. ~~201.~~ “Securities Act” means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a–77aa, or any similar federal, state, or local law, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

189. ~~202.~~ “Security” means any security, as defined in section 2(a)(1) of the Securities Act.

190. ~~203.~~ “Solicitation Materials” means, as applicable, any documents, forms, ballots, notices, and other materials provided in connection with the solicitation of votes on this Plan, as approved by the Bankruptcy Court pursuant to sections 1125 and 1126 of the Bankruptcy Code.

191. ~~204.~~ “Special Committee” means, collectively, the special committee of the applicable Debtors.

192. ~~205.~~ “STG Distribution Credit Agreement” means that certain Credit Agreement and any documents governing the STG Distribution Term Loan Facility and the STG Distribution RCF (including any related notes, certificates, agreements, security agreements, documents and instruments related to or executed in connection

therewith), entered into as of October 3, 2024 (as amended, restated, amended and restated, supplemented, and/or otherwise modified from time to time), by and among STG Distribution, LLC, as borrower, STG Distribution Holdings, LLC, as Newco Holdings, Reception Purchaser, LLC, as the Company, Reception Mezzanine Holdings, LLC, as Holdings, Wilmington Savings Fund Society, as administrative agent and collateral agent, and each of the lenders from time to time party thereto, as lenders, comprised of term loans with an aggregate principal amount of approximately \$979,976,052 and issued and outstanding letters of credit with an aggregate face amount of approximately \$25,023,458, plus applicable interest, fees, costs, expenses and premiums.

193. ~~206.~~ “*STG Distribution Guaranty Claims*” means claims against “Loan Parties” under and as defined in the Reception Purchaser Credit Agreement arising under that certain Guaranty and Security Agreement, dated as of October 3, 2024 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time), made by the Grantors (as defined therein) in favor of the Agent under the STG Distribution Credit Agreement for the benefit of the “Secured Parties” under and as defined in the STG Distribution Credit Agreement.

194. ~~207.~~ “*STG Distribution RCF*” means that certain letter of credit facility under the STG Distribution Credit Agreement.

195. ~~208.~~ “*STG Distribution Term Loan Facility*” means that certain term loan facility under the STG Distribution Credit Agreement.

196. ~~209.~~ “*Takeback Equipment Financing Agreement*” means, if applicable, the takeback equipment financing leases between the Debtors or Post-Effective Date Debtors, as applicable, and each Equipment Financing Lender, which shall be acceptable to the Required Consenting FLFO Term Lenders.

197. ~~210.~~ “*Takeback Equipment Financing Debt*” means any debt arising under the Takeback Equipment Financing Agreements.

198. ~~211.~~ “*Takeback Term Loan Facility*” means, ~~in the event of a Recapitalization Transaction,~~ on the Effective Date, a term loan facility in the amount of \$100,000,000 as set forth in the Takeback Term Loan Facility Term Sheet.

199. ~~212.~~ “*Takeback Term Loan Facility Documents*” means any documents or agreements governing the Takeback Term Loan Facility.

200. ~~213.~~ “*Takeback Term Loan Facility Term Sheet*” means the term sheet attached to the Restructuring Support Agreement as Exhibit C.

201. ~~214.~~ “*Takeback Term Loans*” means the loans issued under the Takeback Term Loan Facility.

202. ~~215.~~ “*Third-Party Release*” means that certain release in Article ~~IX~~VIII.D of this Plan.

~~216. “*Third-Party Sale Transaction*” means a Sale wherein the Purchaser is someone other than the DIP Lenders and/or the Required Consenting FLFO Term Lenders.~~

~~217. “*Toggle Trigger Event*” means the decision of the Debtors, in the exercise of their reasonable business judgment, that pursuing a Sale is in the best interest of the Debtors; provided that the Debtors shall have, in good faith, coordinated and consulted with the DIP Lenders and the Ad Hoc Group in making such determination.~~

203. ~~218.~~ “*U.S. Trustee*” means the Office of the United States Trustee for the District of New Jersey.

204. ~~219.~~ “*Unexpired Lease*” means a lease to which one or more of the Debtors are a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

205. ~~220.~~ “Unimpaired” means, with respect to a Class of Claims, Equity Interests, or Intercompany Interests, a Class of Claims, Equity Interests, or Intercompany Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

~~221. “Wind Down” has the meaning ascribed to it in the Restructuring Support Agreement. For the avoidance of doubt, the structure of any Wind Down shall be reasonably acceptable to the Required Consenting FLFO Term Lenders and the Required Lenders under the DIP Facility.~~

~~222. “Wind Down Amount” means, in the event of a wind down in connection with the Recapitalization Transaction or any Sale, Cash in an amount sufficient to fund the estimated fees, costs, and expenses necessary to administer such wind down, in an amount that includes sufficient funds for the payment of administrative expense costs necessary to confirm this Plan and for the payment of all go forward Restructuring Expenses reasonably estimated in good faith, in an amount reasonably acceptable to the Required Consenting FLFO Term Lenders.~~

~~223. “Wind Down Debtor Account” means, in the event of a Wind Down, the Debtors’ bank account or accounts used to fund all expenses and payments required to be made by the Wind Down Debtors, which account will be funded on the Effective Date with Cash in the amount of the Wind Down Amount; provided that, for the avoidance of doubt, the RCF Reserve Account (or any amounts held in the RCF Reserve Account) shall not be used to fund the Wind Down Debtor Account, or otherwise available for any use or purpose other than as expressly provided in the DIP Orders. Following the Wind Down, any remaining amounts in the Wind Down Debtor Account shall be distributed in accordance with Article III of this Plan.~~

~~224. “Wind Down Debtors” means, in the event of a wind down in connection with the Sale or Recapitalization Transaction, as applicable, some or all the Debtors, or any successor(s) thereto, by merger, consolidation, or otherwise, on or after the Effective Date.~~

206. ~~225.~~ “Wind Point” means Wind Point Partners AAV II, L.P. and certain of its affiliates in their capacities as holders of Equity Interests that are party to the Restructuring Support Agreement.

B. Rules of Interpretation.

For purposes of this Plan: (i) 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; (ii) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form; (iii) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (iv) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, amended and restated, supplemented, or otherwise modified or replaced from time to time; *provided* that any capitalized terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the Confirmation Date; (v) any reference to an Entity as a Holder of a Claim, Equity Interest, or Intercompany Interest includes that Entity’s successors and assigns; (vi) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (vii) unless otherwise specified, all references herein to exhibits are references to exhibits in the Plan Supplement; (viii) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to this Plan in its entirety rather than to a particular portion of this Plan; (ix) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release, or other agreement or document created or entered into in connection with this Plan, the rights and obligations arising pursuant to this Plan shall be governed by, and construed and enforced in accordance with, applicable federal Law, including the Bankruptcy Code and Bankruptcy Rules; (x) unless otherwise specified, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation and shall be deemed to be followed by the words “without limitation”; (xi) 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 this Plan; (xii) unless otherwise specified herein, the rules of construction set forth in section

102 of the Bankruptcy Code shall apply; (xiii) any term used in capitalized form herein that is not otherwise defined but that is used in the Restructuring Support Agreement, Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (xiv) all 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; (xv) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (xvi) any immaterial effectuating provisions may be interpreted by the Post-Effective Date Debtors in such a manner that is consistent with the overall purpose and intent of this Plan, all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; (xvii) all references herein to consent, acceptance, or approval may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail; (xviii) unless otherwise specified, any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter; (xix) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable limited liability company Laws; and (xx) the phrase "counsel to the Consenting Stakeholders" refers to each counsel specified in Section 13.10 of the Restructuring Support Agreement other than counsel to the Debtors.

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 this 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 New York, without giving effect to the principles of conflict of laws (other than section 5-1401 and section 5-1402 of the New York General Obligations Law), shall govern the rights, obligations, construction, and implementation of this Plan; any agreements, documents, instruments, or contracts executed or entered into in connection with this Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); and corporate governance matters; *provided* that corporate governance matters relating to the Debtors or the Post-Effective Date Debtors, as applicable, not incorporated or formed in New York shall be governed by the Laws of the state of incorporation or formation of the relevant Debtor or the Post-Effective Date Debtor, as applicable.

E. Reference to Monetary Figures.

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

F. Reference to the Debtors or the Post-Effective Date Debtors.

Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to the Debtors and the Post-Effective Date Debtors shall mean the Debtors and the Post-Effective Date Debtors, as applicable, to the extent the context requires.

G. Controlling Document.

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

H. Consultation, Notice, Information, and Consent Rights.

Notwithstanding anything herein to the contrary, all respective consultation, information, notice, and consent rights set forth in the Restructuring Support Agreement and the DIP Credit Agreement, with respect to the form and substance of this Plan, all exhibits to this Plan, the Plan Supplement, and all other Definitive Documents, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference (including to the applicable definitions in Article I hereof) and fully enforceable as if stated in full herein until such time as the Restructuring Support Agreement or the DIP Credit Agreement, as applicable, is terminated in accordance with its terms. Any inclusion or exclusion of any consent, consultation, information, or notice right shall not operate to exclude, waive, or diminish any rights of any party under the Restructuring Support Agreement or the DIP Credit Agreement.

Failure to reference the rights referred to in the immediately preceding paragraph as such rights relate to any document referenced in the Restructuring Support Agreement, as applicable, shall not impair such rights and obligations.

**ARTICLE II.
ADMINISTRATIVE CLAIMS, DIP CLAIMS, AND PRIORITY CLAIMS**

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

A. Administrative Claims.

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors or the Post-Effective Date Debtors, as applicable, each Holder of an Allowed Administrative Claim (other than Holders of DIP Claims, Professional Fee Claims, and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Allowed Administrative Claim an amount of Cash equal to the amount of such Allowed Administrative Claim in accordance with the following: (1) if an Administrative Claim is Allowed and due on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter; (2) if such Administrative Claim is not Allowed as of the Effective Date, no later than thirty (30) days after the date on which an order allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (3) if such Allowed Administrative Claim is based on liabilities incurred by a Debtor in the ordinary course of its business after the Petition Date, in accordance with the terms and conditions of the particular transaction 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 such Holder and the Debtors or the Post-Effective Date Debtors, as applicable; or (5) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

Except as otherwise provided in this Article II.A of this Plan, requests for payment of Administrative Claims must be Filed with the Bankruptcy Court and served on the Debtors by the applicable Administrative Claims Bar Date. **Holders of Administrative Claims that are required to, but do not, File and serve a request for payment of such Administrative Claims by such date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, their Estates, or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date without the need for any objection from the Debtors or the Post-Effective Date Debtors, as applicable, or any notice to or action, order, or approval of the Bankruptcy Court or any other Entity.**

B. DIP Claims.

On the Effective Date, except to the extent that a Holder of an Allowed DIP Claim agrees to alternative treatment, and in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim, each Holder of an Allowed DIP Claim shall receive, ~~either:~~

~~(a) (if the Recapitalization Transaction occurs,~~ (i) on account of its New Money DIP Claim, (A) the Takeback Term Loans, and (B) (1) if the Incremental New Money DIP Loans are funded, 19.2% of the Reorganized Equity (subject to dilution from the MIP Equity) or (2) if the Incremental New Money DIP Loans are not funded, 11.5% of the Reorganized Equity (subject to dilution from the MIP Equity); *provided* that, if a portion, but not all of the Incremental New Money DIP Loans are funded, the amount of Reorganized Equity set out in item (i)(B)(2) shall be proportionally increased by the same proportion as the amount of funded Incremental New Money DIP Loans bears to the total amount of Incremental New Money DIP Commitments, (ii) on account of its 1O Roll-Up DIP Claim, if any, such treatment consistent with the FLFO Term Loan Claims, and (iii) on account of its 2O Roll-Up DIP Claim, if any, such treatment consistent with the FLSO Term Loan Claims;² or

~~(b) if the Sale occurs, the DIP Payment pursuant to the Sale Order.~~

Notwithstanding the foregoing, ~~in the event of a Recapitalization Transaction,~~ nothing herein or in the Confirmation Order shall have the effect of releasing, discharging, or compromising any rights of any DIP Secured Party or their Related Persons (as defined in the DIP Credit Agreement) (in any capacity) arising under, related to, or in connection with any rights, Claims, or Causes of Action in respect of the DIP Indemnity; ~~provided that, in the event of a Credit Bid, the DIP Indemnity shall be assumed by the Purchaser.~~

C. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall receive Cash equal to the full amount of its Claim or such other treatment in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code.

D. Professional Fee Claims.

1. Final Fee Applications and Payment of Professional Fee Claims.

All requests for payment of Professional Fee Claims for services rendered and reimbursement of expenses incurred prior to the Confirmation Date must be Filed no later than sixty (60) days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of Professional Fee Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Court. The Post-Effective Date Debtors shall pay Professional Fee Claims in Cash in the amount the Bankruptcy Court allows, including from the Professional Fee Escrow Account ~~or the Wind Down Debtor Account.~~

2. Professional Fee Escrow Account.

On the Effective Date, Debtors shall establish and fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Amount. The Professional Fee Escrow Account shall be maintained in trust solely for the Professionals. Such funds shall not be considered property of the Estates of the Debtors or the Post-Effective Date Debtors, as applicable. The amount of Professional Fee Claims owing to the Professionals shall be paid in

² For the avoidance of doubt, notwithstanding that any fees payable on the New Money DIP Claims shall be waived or cancelled in connection with ~~a Recapitalization~~ the Restructuring Transactions, such fees shall continue to be accounted for in determining each holder of a New Money DIP Claim's ratable share of the consideration among New Money DIP Claims.

Cash to such Professionals by the Post-Effective Date Debtors from the Professional Fee Escrow Account as soon as reasonably practicable after such Professional Fee Claims are Allowed. When all Allowed Professional Fee Claims have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Post-Effective Date Debtors without any further notice to, action, order, or approval of the Bankruptcy Court.

3. Professional Fee Amount.

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date and shall deliver such estimates to the Debtors no later than three (3) Business Days before the Effective Date; *provided, however*, that such estimate shall not be deemed to limit the amount of the fees and expenses that may be Allowed pursuant to the Professional's final request for payment. If a Professional does not provide an estimate, the Debtors or the Post-Effective Date Debtors, as applicable, may estimate the unpaid and unbilled fees and expenses of such Professional for the purpose of determining the Professional Fee Amount. The total aggregate amount so estimated as of the Effective Date shall be utilized by the Debtors to determine the amount to be funded to the Professional Fee Escrow Account.

4. Post-Confirmation Fees and Expenses.

Except as otherwise specifically provided in this Plan, from and after the Confirmation Date, the Debtors or the Post-Effective Date Debtors, as applicable, 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 this Plan and Consummation incurred by the Debtors or the Post-Effective Date Debtors, as applicable. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors and/or the Post-Effective Date Debtors, as applicable, 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.

**ARTICLE III.
CLASSIFICATION AND TREATMENT OF CLAIMS,
EQUITY INTERESTS, AND INTERCOMPANY INTERESTS**

A. Classification of Claims, Equity Interests, and Intercompany Interests.

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

The classification of Claims against, and Equity Interests and Intercompany Interests in, the Debtors pursuant to this Plan is as follows:

Class	Claims, Interests, and Intercompany Interests	Status	Voting Rights
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)

Class	Claims, Interests, and Intercompany Interests	Status	Voting Rights
Class 3A	FLFO RCF Claims	Impaired	Entitled to Vote
Class 3B	FLFO Term Loan Claims	Impaired	Entitled to Vote
Class 3C	Reception Purchaser First Lien Claims	Impaired	Entitled to Vote
Class 4	FLSO Term Loan Claims	Impaired	Entitled to Vote
Class 5	FLTO Term Loan Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 6	Auto Liability Claims	Impaired	Entitled to Vote
Class 7A	General Unsecured Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 7B	Convenience Claims	Impaired	Entitled to Vote
Class 8	Intercompany Claims	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept) / Not Entitled to Vote (Deemed to Reject)
Class 9	Intercompany Interests	Unimpaired / Impaired	Not Entitled to Vote (Presumed to Accept) / Not Entitled to Vote (Deemed to Reject)
Class 10	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 11	Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Claims, Equity Interests, and Intercompany Interests.

Each Holder of an Allowed Claim, Equity Interest, or Intercompany Interest, as applicable, shall receive under this Plan the treatment described below in full and final satisfaction, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim, Equity Interest, or Intercompany Interest, as applicable, except to the extent different treatment is agreed to by the Post-Effective Date Debtors, and the Holder of such Allowed Claim, Equity Interest, or Intercompany Interest, as applicable. Unless otherwise indicated, the Holder of an Allowed Claim, Equity Interest, or Intercompany Interest, as applicable, shall receive such treatment on the Effective Date.

1. Class 1 - Other Secured Claims

- (a) *Classification:* Class 1 consists of all Other Secured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment, each Holder of an Allowed Other Secured Claim shall receive, in full and final satisfaction of such Claim and at the option of the Debtors:
 - (i) payment in full in Cash in an amount equal to its Allowed Other Secured Claim;
 - (ii) the collateral securing its Allowed Other Secured Claim;
 - (iii) Reinstatement of its Allowed Other Secured Claim; or
 - (iv) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.

- (c) *Voting:* Class 1 is Unimpaired under this Plan. Holders of Claims in Class 1 are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

2. Class 2 – Other Priority Claims

- (a) *Classification:* Class 2 consists of all Other Priority Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction of such Claim, Cash on the Effective Date in an amount equal to such Allowed Other Priority Claim, or as and when due in the ordinary course of business of the Post-Effective Date Debtors, or otherwise as consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.
- (c) *Voting:* Class 2 is Unimpaired under this Plan. Holders of Claims in Class 2 are conclusively deemed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

3. Class 3A – FLFO RCF Claims

- (a) *Classification:* The FLFO RCF Claims are Allowed in the aggregate principal amount of \$25,023,458, plus applicable interest, fees, costs, expenses, and premiums.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed FLFO RCF Claim agrees to less favorable treatment on the Effective Date, each Holder of an Allowed FLFO RCF Claim shall receive, in full and final satisfaction of such Claim, at its election, either:
- (i) if the applicable Holder is a Consenting FLFO RCF Lender, ~~(x) if the Recapitalization Transaction occurs, the Committed RCF Treatment or (y) if the Sale occurs, repayment or cash collateralization, as applicable, of such Holder's FLFO RCF Claims from the RCF Reserve Account (or any amounts held in the RCF Reserve Account) pursuant to the Sale Order;~~ or
- (ii) if the applicable Holder is not a Consenting FLFO RCF Lender, treatment in accordance with and *pro rata* to the FLFO Term Loan Claims (Class 3B) treatment.
- (c) *Voting:* Class 3A is Impaired under this Plan, and Holders of Allowed Claims in Class 3A are entitled to vote to accept or reject this Plan.

Class 3B – FLFO Term Loan Claims

- (a) *Classification:* To the extent permitted by the Bankruptcy Code, the FLFO Term Loan Claims are Allowed in the aggregate principal amount of \$209,105,951, plus applicable interest, fees, costs, expenses, and premiums.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed FLFO Term Loan Claim agrees to less favorable treatment on the Effective Date, each Holder of an Allowed FLFO Term Loan Claim shall receive, in full and final satisfaction of such Claim:
- ~~(i) if the Recapitalization Transaction occurs, subject to the Allocation Condition,~~ such Holder's *pro rata* share of (x) if the Incremental New Money DIP Loans are funded, 78.3% of the

Reorganized Equity (subject to dilution from the MIP Equity) or (y) if the Incremental New Money DIP Loans are not funded, 86.0% of the Reorganized Equity (subject to dilution from the MIP Equity); *provided* that, if a portion, but not all of the Incremental New Money DIP Loans are funded, the amount of Reorganized Equity set out in item (b)(i)(y) shall be proportionally reduced by the same proportion as the amount of funded Incremental New Money DIP Loans bears to the total amount of Incremental New Money DIP Commitments; ~~or:~~

~~(ii) if the Sale occurs, following the FLFO Payment pursuant to the Sale Order, such Holder's *pro rata* distribution of Net Distributable Cash.~~

- (c) *Voting:* Class 3B is Impaired under this Plan, and Holders of Allowed Claims in Class 3B are entitled to vote to accept or reject this Plan.

Class 3C – Reception Purchaser First Lien Claims

- (a) *Classification:* Class 3C consists of all Reception Purchaser First Lien Claims.
- (b) *Allowance:* To the extent permitted by the Bankruptcy Code, the Reception Purchaser First Lien Claims are Allowed in the aggregate principal amount of \$57,964,819,443, plus applicable interest, fees, costs, expenses, premiums, and any Intercompany Notes Claims and STG Distribution Guaranty Claims.
- (c) *Treatment:* Except to the extent that a Holder of an Allowed Reception Purchaser First Lien Claim agrees to less favorable treatment, on the Effective Date, subject to the terms and conditions set forth in Article IV.B hereof, each Holder of an Allowed Reception Purchaser First Lien Claim shall receive, in full and final satisfaction of such Claim; ~~or:~~

~~(i) if the Recapitalization Transaction occurs, its *pro rata* share of the Reorganized Equity receivable by Class 3B and Class 4, subject to the Allocation Condition; or; provided, that notwithstanding anything contained in this Plan or the Confirmation Order, the Non-Participating Holders shall receive solely their respective *pro rata* shares of the Reception Purchaser Settlement Amount (with Axos Financial, Inc. to receive 58.29% and Siemens Financial Services, Inc. to receive 41.71% of the Reception Purchaser Settlement Amount) and shall not receive any Reorganized Equity or any other consideration in satisfaction of such Claims.~~

~~(ii) if the Sale occurs, its *pro rata* distribution of Net Distributable Cash, solely attributable to such Holder's collateral underlying such Allowed Reception Purchaser First Lien Claim and subject to the Allocation Condition.~~

- (d) *Voting:* Class 3C is Impaired under this Plan, and Holders of Allowed Claims in Class 3C are entitled to vote to accept or reject this Plan.

4. Class 4 – FLSO Term Loan Claims

- (a) *Classification:* Class 4 consists of all FLSO Term Loan Claims.
- (b) *Allowance:* To the extent permitted by the Bankruptcy Code, the FLSO Term Loan Claims are deemed Allowed in the aggregate principal amount of \$668,651,248 plus interest, fees, expenses, and other amounts arising and payable under and in accordance with the Reception Purchaser Credit Documents.

(e) *Treatment:* Except to the extent that a Holder of an Allowed FLSO Term Loan Claim agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed FLSO Term Loan Claim shall receive, in full and final satisfaction of such Claim:

~~(i) if the Recapitalization Transaction occurs, its pro rata share of 2.5% of the Reorganized Equity (subject to dilution by the MIP Equity), subject to the Allocation Condition; or~~

~~(ii) if the Sale occurs, following the FLSO Payment pursuant to the Sale Order, its pro rata distribution of the Net Distributable Cash, subject to payment in full in Cash of the FLSO Claims and subject to the terms of the STG Distribution Credit Agreement.~~

(d) *Voting:* Class 4 is Impaired under this Plan, and Holders of Allowed Claims in Class 4 are entitled to vote to accept or reject this Plan.

5. Class 5 – FLTO Term Loan Claims

(a) *Classification:* Class 5 consists of all FLTO Term Loan Claims.

(b) *Allowance:* To the extent permitted by the Bankruptcy Code, the FLTO Term Loan Claims are deemed Allowed in the aggregate principal amount of \$100,673,003 plus interest, fees, expenses, and other amounts arising and payable under and in accordance with the Reception Purchaser Credit Documents.

~~(e) *Treatment:* Except to the extent that a Holder of an Allowed FLTO Term Loan Claim agrees to less favorable treatment, on the Effective Date, each Holder of an Allowed FLTO Term Loan Claim shall receive, in full and final satisfaction of such Claim:~~

(c) ~~(i) if the Recapitalization Transaction occurs, all~~ *Treatment:* All FLTO Term Loan Claims shall be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of such FLTO Term Loan Claims shall not receive any distribution under this Plan on account of such Claim; ~~or~~

~~(ii) if the Sale occurs, its pro rata distribution of Net Distributable Cash, subject to payment in full in Cash of the FLSO Term Loan Claims and subject to the terms of the STG Distribution Credit Agreement.~~

(d) *Voting:* Class 5 is Impaired under this Plan. Holders of FLTO Term Loan Claims are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

6. Class 6 – Auto Liability Claims

(a) *Classification:* Class 6 consists of all Auto Liability Claims.

~~(b)~~ *Treatment:* Unless a Holder of an Allowed Auto Liability Claim agrees to less favorable treatment, each Holder of an Allowed Auto Liability Claim shall receive, in full and final satisfaction of such Claim:

~~(i) if the Recapitalization Transaction occurs, subject to the Second Out Condition, treatment rendering its Allowed Auto Liability Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code; or~~

~~(ii) if the Sale occurs, its pro rata distribution of Net Distributable Cash, subject to payment in full in Cash of the FLTO Term Loan Claims.~~

- (c) *Voting:* Class 6 is Impaired under this Plan, and Holders of Allowed Claims in Class 6 are entitled to vote to accept or reject this Plan.

7. Class 7A – General Unsecured Claims

- (a) *Classification:* Class 7A consists of all General Unsecured Claims.

~~(b) *Treatment:* Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to less favorable treatment, each Holder of an Allowed General Unsecured Claim shall receive either:~~

- (b) ~~(i) if the Recapitalization Transaction occurs, all~~ *Treatment:* All General Unsecured Claims shall be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of such General Unsecured Claims shall not receive any distribution under this Plan on account of such Claim; ~~or;~~

~~(ii) if the Sale occurs, its pro rata distribution of Net Distributable Cash, subject to payment in full in Cash of the FLTO Term Loan Claims.~~

- (c) *Voting:* Class 7A is Impaired under this Plan. Holders of General Unsecured Claims are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

Class 7B – Convenience Claims

- (a) *Classification:* Class 7B consists of all Convenience Claims by Holders of Allowed General Unsecured Claims that make the Convenience Claim Election.

(b) *Treatment:* Except to the extent that a Holder of an Allowed Convenience Claim agrees to less favorable treatment, each Holder of an Allowed Convenience Claim shall receive such Holder's *pro rata* share of the Convenience Claims Cash Pool; *provided* that such *pro rata* share shall not exceed \$100,000 for any such Holder.

- (c) *Voting:* Class 7B is Impaired under this Plan, and Holders of Allowed Claims in Class 7B are entitled to vote to accept or reject this Plan.

8. Class 8 – Intercompany Claims

- (a) *Classification:* Class 8 consists of all Intercompany Claims.

~~(b) *Treatment:* Except to the extent that a Holder of an Allowed Intercompany Claim agrees to less favorable treatment, each Holder of an Allowed Intercompany Claim shall receive either:~~

- (b) ~~(i) if the Recapitalization Transaction occurs, all~~ *Treatment:* All Intercompany Claims shall be Reinstated, set off, settled, distributed, contributed, cancelled, or released or otherwise addressed at the option of the Post-Effective Date Debtors without any distribution; ~~or;~~

~~(ii) if the Sale occurs, all Intercompany Claims shall be Reinstated, settled, distributed, contributed, cancelled, or released or otherwise addressed at the option of the Debtors without any distribution.~~

- (c) *Voting:* Class 8 is Unimpaired if the Class 8 Intercompany Claims are Reinstated or Impaired if the Class 8 Intercompany Claims are cancelled. Holders of Class 8 Intercompany Claims are conclusively deemed to have either accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

9. Class 9 – Intercompany Interests

- (a) *Classification:* Class 9 consists of all Intercompany Interests.

~~(b) *Treatment:* Except to the extent that a Holder of an Allowed Intercompany Interest agrees to less favorable treatment, each Holder of an Allowed Intercompany Interest shall receive either:~~

~~(i) if the Recapitalization Transaction occurs, all Intercompany Interests shall be Reinstated, settled, distributed, contributed, cancelled, or released or otherwise addressed at the option of the Debtors without any distribution;~~

- (b) ~~(ii) if the Sale occurs, all~~*Treatment: All* Intercompany Interests shall be Reinstated, settled, distributed, contributed, cancelled, or released or otherwise addressed at the option of the Debtors without any distribution.

- (c) *Voting:* Class 9 is Unimpaired if the Class 9 Intercompany Interests are Reinstated or Impaired if the Class 9 Intercompany Interests are cancelled. Holders of Class 9 Intercompany Interests are conclusively deemed to have either accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code or rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

10. Class 10 – Section 510(b) Claims

- (a) *Classification:* Class 10 consists of all Section 510(b) Claims.

~~(b) *Treatment:* Except to the extent that a Holder of an Allowed Section 510(b) Claim agrees to less favorable treatment, each Holder of an Allowed Section 510(b) Claim shall receive either:~~

- (b) ~~(i) if the Recapitalization Transaction occurs, all~~*Treatment: All* Section 510(b) Claims shall be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of such Section 510(b) Claims shall not receive any distribution under this Plan on account of such Claim; ~~or.~~

~~(ii) if the Sale occurs, its pro rata distribution of Net Distributable Cash, subject to payment in full in Cash of the General Unsecured Claims and Auto Liability Claims.~~

- (c) *Voting:* Class 10 is Impaired under this Plan. Holders of Class 10 Section 510(b) Claims are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the

Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

11. Class 11 – Equity Interests

(a) *Classification:* Class 11 consists of all Equity Interests.

~~(b) *Treatment:* Except to the extent that a Holder of an Allowed Equity Interest agrees to less favorable treatment, each Holder of an Allowed Equity Interest shall receive either:~~

(b) ~~(i) if the Recapitalization Transaction occurs, all~~ *Treatment:* All Equity Interests shall be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of such Equity Interests shall not receive any distribution under this Plan on account of such Equity Interests~~;~~

~~(ii) if the Sale occurs, its pro rata distribution of Net Distributable Cash, subject to payment in full in Cash of the Section 510(b) Claims.~~

(c) *Voting:* Class 11 is Impaired under this Plan. Holders of Class 11 Equity Interests are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject this Plan.

C. *Special Provision Governing Unimpaired Claims.*

Except as otherwise provided in this Plan, nothing under this Plan shall affect the rights of the Debtors or the Post-Effective Date Debtors, as applicable, regarding any Unimpaired Claims, including all rights regarding legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

D. *Elimination of Vacant Classes.*

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

E. *Voting Classes, Presumed Acceptance by Non-Voting Classes.*

If a Class contains Claims, Equity Interests, or Intercompany Interests eligible to vote and no Holders of Claims, Equity Interests, or Intercompany Interests eligible to vote in such Class vote to accept or reject this Plan, the Holders of such Claims, Equity Interests, or Intercompany Interests in such Class shall be deemed to have accepted this Plan.

F. *Intercompany Interests.*

To the extent Reinstated under this Plan, distributions on account of Intercompany Interests are ~~(a) if the Recapitalization Transaction occurs,~~ not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience, for the ultimate benefit of the Holders of the Reorganized Equity, and in exchange for the agreement of the Debtors and/or the Post-Effective Date Debtors (with the consent of the Required Consenting FLFO Term Lenders), as applicable, under this Plan to make certain distributions to the Holders of Allowed Claims; ~~or (b) if the Sale occurs, being received by Holders of such Intercompany Interests solely to use certain funds and assets as set forth in this Plan and the Plan Supplement to make certain distributions and satisfy certain obligations of certain other Debtors or Wind Down Debtors, as applicable, to the Holders of certain Allowed Claims and for uses that are otherwise contemplated by this Plan and~~

~~the Plan Supplement, in each case, in accordance with the terms of the applicable Sale Order.~~ For the avoidance of doubt, unless otherwise specified pursuant to the Restructuring Transactions ~~or if the Sale occurs~~, to the extent Reinstated pursuant to this Plan, on and after the Effective Date, all Intercompany Interests shall be owned by the same Post-Effective Date Debtor that corresponds with the Debtor that owned such Intercompany Interests immediately prior to the Effective Date.

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

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by one or more of the Classes entitled to vote pursuant to Article III.B of this Plan. The Debtors shall seek Confirmation of this Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims, Equity Interests, or Intercompany Interests. The Debtors reserve the right to modify this Plan in accordance with ~~Article XII~~ Article X of this Plan to the extent that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims, Equity Interests, or Intercompany Interests to render such Class of Claims, Equity Interests, or Intercompany Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

H. Controversy Concerning Impairment.

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

I. Subordinated Claims.

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

**ARTICLE IV.
MEANS FOR IMPLEMENTATION OF THE PLAN**

A. General Settlement of Claims, Interests, and Intercompany Interests.

To the greatest extent permissible under the Bankruptcy Code and the Bankruptcy Rules, and in consideration for the classification, distributions, releases, and other benefits provided under this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims, Equity Interests, Intercompany Interests, and controversies released, settled, compromised, discharged, satisfied, or otherwise resolved pursuant to this Plan. This Plan shall be deemed a motion to approve the good faith compromise and settlement of all such Claims, Equity Interests, Intercompany Interests, and controversies, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates and Holders of Claims, Equity Interests, and Intercompany Interests. Subject to Article VI hereof, all distributions made to Holders of Allowed Claims, Equity Interests, and Intercompany Interests, as applicable, in any Class are intended to be and shall be final.

Certain Claims and Causes of Action may exist between one or more of the Debtors and one or more of its Affiliates, which Claims and Causes of Action (other than any such Claims and Causes of Action that are not released pursuant to Article ~~IX~~ VIII.C, including any obligations arising under business or commercial agreements or arrangements among the Released Parties and any non-Debtor Entity) have been settled, and such settlement is

reflected in the treatment of the Intercompany Claims, Intercompany Interests, and the Claims against, and Equity Interests and Intercompany Interests in, each Debtor. This Plan shall be deemed a motion to approve the good faith compromise and settlement of such Claims and Causes of Action ~~pursuant to~~ to the greatest extent permissible under the Bankruptcy Rule 9019 Code.

In connection with the Committee's support for the transactions contemplated herein, on the Effective Date, the Debtors shall establish and fund the Convenience Claim Reserve with Cash equal to the Convenience Claims Cash Pool. The Convenience Claim Reserve shall be maintained in trust solely for the Holders of Allowed Convenience Claims and Holders of Allowed General Unsecured Claims who make the Convenience Claim Election. Such funds shall not be considered property of the Estates of the Debtors or the Post-Effective Date Debtors, as applicable. The distribution to Holders of Allowed Convenience Claims shall be paid in Cash to such Holders from the Convenience Claim Reserve as soon as reasonably practicable after such Convenience Claims are Allowed. When all Allowed Convenience Claims have been paid in full, any remaining amount in the Convenience Claim Reserve shall promptly be paid to the Post-Effective Date Debtors without any further notice to, action, order, or approval of the Bankruptcy Court. Additionally, the Debtors shall utilize the remaining funds, if any, allocated pursuant to that certain *Final Order (I) Authorizing the Debtors to Pay Prepetition Claims of Certain Critical Vendors, Foreign Vendors, 503(b)(9) Claimants, and Lien Claimants, (II) Granting Administrative Expense Priority to All Undisputed Obligations on Account of Outstanding Orders, and (III) Granting Related Relief* [Docket No. 246] in accordance with the terms thereof.

B. Reception Purchaser Settlement.

1. Reception Purchaser Settlement Terms.

The Allowance and treatment of the Reception Purchaser Facility Claims under this Plan, together with the other terms and conditions set forth in this Plan and the Confirmation Order (including the releases of and by the Non-Participating Holders set forth herein and in the Confirmation Order), reflects the proposed compromise and settlement of the Reception Purchaser First Lien Claims and any and all Causes of Action that were or could have been alleged in any Non-Participating Holder Litigation pursuant to Bankruptcy Rule 9019 and section 1123 of the Bankruptcy Code among the Reception Purchaser Settlement Parties. The Reception Purchaser Settlement is incorporated into this Plan and includes the following terms and conditions:

1. The Reception Purchaser Facility Claims shall be Allowed against the Debtors on the Effective Date in the amount of \$57,964,814, plus applicable interest, fees, costs, expenses, and premiums.
2. On the Effective Date, and subject to the Non-Participating Holders' compliance with the terms hereof, the Debtors shall pay the Reception Purchaser Settlement Amount in Cash to the Non-Participating Holders, with Axos Financial, Inc. to receive 58.29% and Siemens Financial Services, Inc. to receive 41.71% of the Reception Purchaser Settlement Amount;
3. As consideration for the Reception Purchaser Settlement Amount, the Non-Participating Holders (and their respective Affiliates and their and their Affiliates' respective Related Parties) shall (a) effective automatically and immediately upon the Effective Date concurrent with the payment of the Reception Purchaser Settlement Amount, waive, withdraw, extinguish, and finally and forever release and discharge, with prejudice (as applicable), any and all Claims and Causes of Action that were or could have been alleged in the Chapter 11 Cases or in any of the Non-Participating Holder Litigation and all other Reception Purchaser Settlement Released Claims, and (b) not seek, pursue, or receive any other recovery pursuant to this Plan or otherwise from any Reception Purchaser Settlement Party on account of such Claims and Causes of Action.
4. In connection with the payment of the Reception Purchaser Settlement Amount pursuant to the treatment set forth in Article III.B hereof, the Non-Participating Holders shall withdraw with prejudice all

claims and Causes of Action asserted in the Non-Participating Holder Litigation (in accordance with the following paragraphs 5 and 6, as applicable) and the Chapter 11 Cases.

5. Not later than two (2) Business Days after the Effective Date, Axos Financial, Inc. (x) shall formally, by publicly docketed filing in the Illinois Action, provide notice that: "Pursuant to an agreement between the parties, the Order of Dismissal entered May 5, 2026 shall be considered by the parties to be a dismissal with prejudice and Axos Financial, Inc. agrees it will not refile or reinstate such action," and (y) shall also file in the Illinois Action a motion to amend the order of dismissal to state dismissal is with prejudice, which motion shall be in a form reasonably satisfactory to Antares Capital, LP. The parties recognize that due to jurisdictional and/or procedural aspects of Illinois law, the Illinois court may decline to enter such an order, but irrespective of the outcome of the motion, all Reception Purchaser Settlement Parties, including Axos Financial, Inc., shall treat the Illinois Action as dismissed with prejudice and shall be estopped from any attempt to refile it. Axos Financial, Inc. shall take all steps reasonably necessary to accomplish the foregoing.

6. From and after the Effective Date, the Non-Participating Holders shall, as soon as practical and in coordination with each of the other Reception Purchaser Settlement Parties, make any filings and take any other actions that the Reception Purchaser Settlement Parties deem necessary and appropriate to dismiss with prejudice or otherwise permanently terminate the New York Action for no further consideration than the Reception Purchaser Settlement Amount.

7. The Debtors shall pay the reasonable, documented, and invoiced fees of B. Riley Securities on the Effective Date, which shall be the lesser of (i) the actual amount of reasonable, documented, and invoices fees incurred by B. Riley Securities as of April 26, 2026 and (ii) \$275,000.

8. The Non-Participating Holders shall not object to Confirmation of this Plan and shall not opt out of the Third-Party Release. Any opt out of any third-party release, including, for the avoidance of doubt, the Third-Party Release, or any votes against this Plan shall be disregarded and of no force and effect.

9. The Non-Participating Holders shall be Released Parties and Releasing Parties under this Plan, provided that the releases contemplated in this Article IV are in addition to and cumulative to the releases set forth in Article VIII; provided that, in the event of any inconsistency between the releases set forth in Article VIII hereof and Article IV.B.2.a, the release provisions of Article IV.B.2.a shall control.

10. Pending approval of the Reception Purchaser Settlement pursuant to Confirmation, the Reception Purchaser Settlement Parties agree to a standstill on discovery or scheduling disputes related to the Non-Participating Holder Litigation (or any other proceeding related to the liability management transaction at issue in such aforementioned proceedings), and to postpone any upcoming deadlines pending approval of the Reception Purchaser Settlement; provided that all related deadlines will be tolled during such standstill.

This Plan shall be deemed a motion to approve the good faith compromise and settlement of the Reception Purchaser Settlement pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, within the range of reasonableness, and in the best interests of the Debtors and their Estates.

2. Reception Purchaser Settlement Release.

(a) Mutual Release.

Except as otherwise specifically provided in this Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, as of the Effective Date, each Reception Purchaser Settlement Party is deemed to have, hereby

conclusively, absolutely, unconditionally, irrevocably, and forever released, absolved, acquitted, and discharged each other Reception Purchaser Settlement Party from any and all Claims (including attorneys' fees) and Causes of Action, of any kind or nature whatsoever, whether known or unknown, including any derivative claims asserted or assertable on behalf of any Reception Purchaser Settlement Party or its Affiliates, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or herein-after arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Reception Purchaser Settlement Party or its Estate (if applicable), Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively), based on, relating to, or in connection with, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof or otherwise); the Agents, the STG Distribution Secured Parties, and the Ad Hoc Group; the purchase, sale, or rescission of any Security of the Debtors or the Post-Effective Date Debtors; the Restructuring Transactions; the Chapter 11 Cases; the subject matter of, or the transactions or events giving rise to, any Claim, Equity Interest, or Intercompany Interest that is treated in this Plan; the business or contractual arrangements or interaction between or among any Debtor and any Released Party; the distribution of any Cash or other property of the Debtors to any Released Party; the assertion of or enforcement of rights or remedies against the Debtors; the restructuring of any Claim, Equity Interest, or Intercompany Interest before or during the Chapter 11 Cases; the Debtors' in- or out-of-court restructuring efforts (including, but not limited to, the sale and marketing efforts related thereto); the intercompany transactions between or among the Debtors or between the Debtors and their non-Debtor Affiliates; the Restructuring Support Agreement; the STG Distribution Credit Agreement; the Reception Purchaser Credit Agreement; the Equipment Financings; the DIP Facility (including the DIP Orders and the DIP Documents); the Takeback Term Loan Facility (including the Takeback Term Loan Facility Documents); the Exit RCF Facility (including the Exit RCF Facility Documents); the 2024 Equity Transactions; the 2024 Refinancing Transactions; the Non-Participating Holder Litigation; the Disclosure Statement Order; the Confirmation Order; the First Day Pleadings; the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, this Plan, the Plan Supplement, or the Restructuring Transactions; any contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the DIP Facility, this Plan, or the Plan Supplement; the filing of the Chapter 11 Cases; the pursuit of Confirmation; the pursuit of Consummation; the Investigation; the administration and implementation of this Plan (including the issuance or distribution of securities pursuant to this Plan or the distribution of property under this Plan or any other related agreement); or any other act or omission, transaction, agreement, event, or other occurrence with respect to any of the foregoing taking place on or before the Effective Date. For the avoidance of doubt, and notwithstanding anything to the contrary herein, the parties agree that the releases set forth in this Article IV.B.2.a expressly exclude any Cause of Action arising out of a business relationship among any Reception Purchaser Settlement Parties to the extent that such business relationship and Cause of Action arising therefrom are unrelated to the Debtors and any subject matter listed in this Article IV.B.2.a (by way of illustration, a Cause of Action related to a liability management transaction for a company other than the Debtors and unrelated to the 2024 Refinancing Transactions (and actions taken in connection therewith) is not within the subject matter listed in this Article IV.B.2.a).

(b) Representations and Waivers.

As to each and every Reception Purchaser Settlement Released Claim, each Reception Purchaser Settlement Party hereby represents and warrants that it has received the advice of legal counsel with regard to the releases contained herein and, having been so advised and to the fullest extent permitted by Law, specifically waives the benefit and protections of any Law that may provide that a general release does not extend to claims that such Reception Purchaser Settlement Party does not know or suspect to exist in its favor at the time of executing the general release, which, if known by such Reception Purchaser Settlement Party, might have materially affected its settlement with the other Reception Purchaser Settlement Parties (or for any similar or analogous limitation on the breadth of a release). Notwithstanding anything to the contrary in this Plan, to the extent that California law is proposed to apply or is deemed to apply to the release and indemnification provisions set forth in this Article IV.B.2, the foregoing waiver is specifically intended by each Reception Purchaser Settlement Party to waive the benefits and protections of Section 1542 of the Civil Code of California, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Further, each Reception Purchaser Settlement Party hereby represents and warrants that (i) such Reception Purchaser Settlement Party has the requisite corporate, partnership, limited liability company, or trust power and authority to perform any obligation arising from the Reception Purchaser Settlement on behalf of itself and has taken all necessary corporate, partnership, trust, or other action to authorize the performance of any such obligation on behalf of itself and (ii) the Reception Purchaser Settlement, including this Article IV.B.2, constitutes the legal, valid, and binding obligations of it, enforceable against it in accordance with the terms of the Reception Purchaser Settlement and this Plan, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar Laws affecting the enforceability of creditors’ rights generally.

(c) Future Discoveries.

Each Reception Purchaser Settlement Party hereby acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true with respect to the Reception Purchaser Settlement Released Claims, which, if known at the time of agreeing to the Reception Purchaser Settlement, may have materially affected the Reception Purchaser Settlement and such Reception Purchaser Settlement Party’s decision to enter into the Reception Purchaser Settlement. Each Reception Purchaser Settlement Party hereby intends to assume and does assume the risk of existing but as yet unknown Claims and agrees that the release set forth in this Article IV.B.2 shall be and shall remain effective in all respects, notwithstanding any such differences or additional facts. Each Reception Purchaser Settlement Party understands, acknowledges, and agrees that the releases set forth in this Article IV.B.2 may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of the provisions of such releases. Each Reception Purchaser Settlement Party agrees that no fact, event, circumstance, evidence, or transaction which could now be asserted, or which may hereafter be discovered shall affect in any manner the final, absolute, and unconditional nature of the Reception Purchaser Settlement and the releases set forth in this Article IV.B.2.

(d) Turnover of Subsequently Recovered Assets.

In the event that any Reception Purchaser Settlement Party (including any successor or assignee thereof and including any third party, estate, trustee, debtor-in-possession, creditor, creditors’ committee, or any other person or entity in connection with any bankruptcy or insolvency proceeding), is successful in pursuing or such Reception Purchaser Settlement Party otherwise receives, directly or indirectly, voluntarily or involuntarily, any funds, property, or other value on account of any Claim or Cause of Action against any other Reception Purchaser Settlement Party that was released pursuant to Article IV.B.2.a (or that would have been released if the person or entity bringing such Claim or Cause of Action were a party to the Reception Purchaser Settlement), such Reception Purchaser Settlement Party agrees that it shall (a) not commingle such recovery with any of its other assets, if it does receive such recovery, and (b) promptly turnover and assign any such recoveries exclusively to, and hold them in trust exclusively for, such Reception Purchaser Settlement Party from where they were recovered, as applicable.

(e) Covenant Not to Sue.

Each Reception Purchaser Settlement Party agrees that it shall not support, encourage, or facilitate any other Person or Entity in taking any action in respect of, related to, in connection with, or in any way whatsoever connected to any Claim or Cause of Action released pursuant to Article IV.B.2.a, whether directly or indirectly or in any other manner; provided that the foregoing shall not prohibit any Reception Purchaser Settlement Party from complying with applicable law, regulation, subpoena, court order, civil investigative demand or other legal or regulatory process by a Governmental Unit; provided further that each Reception Purchaser Settlement Party represents, warrants and covenants that it and its Related Parties have not initiated or requested any such legal or regulatory process by a Governmental Unit relating to the Debtors or any subject matter listed in Article IV.B.2.a, and is unaware of the existence of any investigation (which excludes ordinary course requests for information and/or

documentation by regulatory agencies) relating to the Debtors or any subject matter listed in Article IV.B.2.a by a Governmental Unit. Each of the Reception Purchaser Settlement Parties hereby further agrees and covenants not to, and shall not, and shall cause each of its respective controlled Affiliates to not, individually or with any other person or entity, assert, file, commence, or prosecute, or support, encourage, assist, or otherwise aid (unless legally compelled) any other person or entity in the assertion, filing, commencement, or prosecution of any charge, lawsuit, complaint, or proceeding, whether directly, derivatively, or otherwise, with respect to any Reception Purchaser Settlement Released Claim against any Reception Purchaser Settlement Party, including any Non-Participating Holder Litigation. If any such proceeding is so commenced, then the Reception Purchaser Settlement Party commencing such proceeding (or whose respective Affiliate commences such proceeding) shall immediately cause it to be dismissed, and the Reception Purchaser Settlement Party or other released person or entity subject thereto shall, in accordance with Article IV.B.2.h, be reimbursed by the Reception Purchaser Settlement Party that commenced or supported such proceeding (or whose respective Affiliate commenced or supported such proceeding) for all reasonable fees, costs, and expenses incurred in connection therewith (including, without limitation, any and all attorneys' fees), without limitation of any other rights and remedies.

(f) Amendments; Successors and Assigns; Third Party Beneficiaries.

The terms of the Reception Purchaser Settlement (including any provisions in this Plan relating thereto) may not be waived, amended, or otherwise modified without the prior written consent of each of the Debtors, the Non-Participating Holders, the Consenting Stakeholders, and Antares Capital LP. Neither the Reception Purchaser Settlement nor any of the rights or obligations thereunder may be assigned or delegated by any Reception Purchaser Settlement Party without the prior written consent of the other Reception Purchaser Settlement Parties, and then only to a Person who has agreed to be bound by the provisions of the Reception Purchaser Settlement, including this Article IV.B. The Reception Purchaser Settlement shall be binding upon and inure to the benefit of the Reception Purchaser Settlement Parties and their respective successors and permitted assigns. Any Person released pursuant to this Article IV.B.2 who is not a named Reception Purchaser Settlement Party shall have the rights of an intended third-party beneficiary with respect to the provisions of the Reception Purchaser Settlement. Except as set forth in this Article IV.B.2.f, no other Person that is not a Reception Purchaser Settlement Party shall be deemed a third-party beneficiary of any provision of the Reception Purchaser Settlement or shall otherwise be entitled to enforce any provision thereof.

(g) No Strict Construction.

Each of the Reception Purchaser Settlement Parties have participated jointly in the negotiation and drafting of this Article IV.B.2. In the event an ambiguity or question of intent or interpretation arises, this Article IV.B.2 shall be construed as if drafted jointly by the Reception Purchaser Settlement Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Reception Purchaser Settlement Party by virtue of the authorship of any of the provisions of this Article IV.B.2.

(h) Remedies; Specific Performance.

If any Reception Purchaser Settlement Party (including any Affiliate or Related Party thereof) fails to comply with this Reception Purchaser Settlement, including Article IV.B.2(e), and is determined by a Final Order of a court of competent jurisdiction to have breached the terms of the Reception Purchaser Settlement (other than an excusable delay in performing the obligations set forth in Article IV.B.1.5 and Article IV.B.1.6), such Reception Purchaser Settlement Party shall pay to the non-breaching Reception Purchaser Settlement Parties, in addition to any damages that any other Reception Purchaser Settlement Party may sustain as a result of such violation, all reasonable and documented attorneys' fees and other advisors' fees and costs incurred by such non-breaching Reception Purchaser Settlement Parties as a result of such violation. Further, each of the Reception Purchaser Settlement Parties agree that irreparable damage would occur if any provision of this Article IV.B.2 were not performed in accordance with its terms, and each Person having any rights under any provision of this Article IV.B.2 shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Article IV.B.2 and to seek the remedy of specific performance of one or more such breached provisions and agreements and injunctive and other equitable relief in addition to any other remedy or rights to which such Reception Purchaser Settlement Parties may be entitled, whether at law or in equity. All such rights and remedies shall be cumulative and non-exclusive and may be exercised singularly or concurrently. In the

event that any of the Non-Participating Holders or any of their Related Parties are determined by a Final Order of a court of competent jurisdiction to have breached the terms of the Reception Purchaser Settlement (other than an excusable delay in performing the obligations set forth in Article IV.B.1.5 and Article IV.B.1.6), such breaching Reception Purchaser Settlement Party (or, if such breaching Reception Purchaser Settlement Party is a Related Party of a Non-Participating Holder, such Non-Participating Holder) shall, in addition to and without prejudice to the assertion of any remedies by the alleging party, immediately return to the Reorganized Debtors the breaching Reception Purchaser Settlement Party's *pro rata* share (or, if such breaching Reception Purchaser Settlement Party is a Related Party of a Non-Participating Holder, such Non-Participating Holder's *pro rata* share) of the total previously received Reception Purchaser Settlement Amount.

(i) No Admission of Liability.

Nothing in this Article IV.B.2 shall be deemed an admission of liability by any Reception Purchaser Settlement Party with respect to any of the Claims or Causes of Action released pursuant to this Article IV.B.2.

C. ~~B~~-Restructuring Transactions.

~~The Debtors shall pursue the Recapitalization Transaction unless the Toggle Trigger Event occurs. If a Sale occurs, the Debtors and Purchaser(s) shall be authorized to take all actions as may be deemed necessary or appropriate to consummate the Sale pursuant to the terms of the Purchase Agreement(s) and the Sale Order. To the extent a Sale occurs, the Debtors shall consummate the Sale, and among other things, all of the Debtors' property other than the Excluded Liabilities (as defined in the applicable Purchase Agreement) shall be transferred to and vest in the Purchaser(s) free and clear of all Liens, charges, or other encumbrances.~~

Before, on, and after the Effective Date, the Debtors or the Post-Effective Date Debtors shall consummate the Restructuring Transactions and may take all actions as may be necessary or appropriate to effectuate any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan that are consistent with and pursuant to the terms and conditions of this Plan, including, as applicable: (i) the execution and delivery of any appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of this Plan and the other Definitive Documents; (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 this Plan, and the other Definitive Documents; (iii) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state Law; (iv) the implementation of the Management Incentive Plan and any reservation or distribution of MIP Equity; (v) ~~if the Recapitalization Transaction occurs~~, the issuance and distribution of the Reorganized Equity as set forth in this Plan; (vi) the execution of any Takeback Term Loan Facility Documents, ~~the~~ Exit RCF Facility Documents, Takeback Equipment Financing Agreements, including the granting of any security interests and Liens pursuant to the terms thereof; (vii) the execution and delivery of the New Governance Documents and any certificates or articles of incorporation, bylaws, or such other applicable formation documents (if any) of each Post-Effective Date Debtor (including all actions to be taken, undertakings to be made, obligations to be incurred, and fees and expenses to be paid by the Debtors and/or the Post-Effective Date Debtors, as applicable); ~~(vi) if the Wind Down occurs, the execution and delivery of appropriate documentation and taking of such other actions as may be necessary to implement the Wind Down;~~ ~~(vii) if the Sale occurs, all actions necessary or appropriate to close any Sale under the applicable Purchase Agreement and Sale Order, including the execution of any transition services agreements in connection with such Sale(s), if any;~~ (viii) such other transactions that, in the reasonable business judgment of the Debtors or the Post-Effective Date Debtors, as applicable, are required to effectuate the Restructuring Transactions; and (ix) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law.

The Confirmation Order shall and shall be deemed to, pursuant to both section 1123 and section 363 of the Bankruptcy Code, authorize, among other things, Post-Effective Date Debtors, and the Consenting Stakeholders, as applicable, to take all actions as may be necessary or appropriate to effectuate any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan.

~~C. Director and Officer Liability Insurance.~~

~~After the Effective Date, the Post Effective Date Debtors shall not terminate or otherwise reduce the coverage under any D&O Liability Insurance Policy in effect or purchased as of or following the execution date of the Restructuring Support Agreement (including any tail policy), and any members, managers, directors, and officers of the Debtors who served in such capacity at any time before the Effective Date and any other individuals, in each case, covered by such existing insurance policies, shall be entitled to the full benefits of such policy, to the extent of the terms and limitations of such policy, for the full term of such policy regardless of whether such members, managers, directors, officers, or other individuals remain in such positions after the Effective Date.~~

~~Notwithstanding anything herein to the contrary, the Debtors or Post Effective Date Debtors, as applicable, shall retain the ability to supplement such D&O Liability Insurance Policies as the Debtors or Post Effective Date Debtors deem necessary, including by purchasing any tail coverage (including a tail policy).~~

~~D. Employment Obligations.~~

~~All Assumed Plans shall be assumed by the Post Effective Date Debtors as of the Effective Date and shall remain in place. The Post Effective Date Debtors shall continue to honor their obligations under such Assumed Plans; provided that (i) the Assumed Plans shall not include any equity or equity-based programs and awards in effect as of the Petition Date such awards and rights described in the foregoing subsections (i) shall be terminated as of the Effective Date for no consideration. Notwithstanding the foregoing, the Debtors or Post Effective Date Debtors shall not assume any Assumed Plan that constitutes an employment agreement in favor of certain of the Debtors' existing employees that have been identified on the schedule distributed by the Debtors' counsel to the Ad Hoc Group via email on January 6, 2026, if the Toggle Trigger Event occurs.~~

~~E. Cancellation of Notes, Instruments, Certificates, and Other Documents.~~

~~Except for the purpose of evidencing a right to a distribution under this Plan, on the Effective Date, except as otherwise specifically provided for in this Plan or the Plan Supplement: (1) the obligations of any Debtor under all certificates, shares, notes, bonds, indentures, purchase rights, or other instruments or documents, directly or indirectly evidencing or creating any indebtedness or obligations of or ownership interest, equity, or portfolio interest in the Debtors or any warrants, options, or other securities exercisable or exchangeable for, or convertible into, debt, equity, ownership, or profits interests in the Debtors giving rise to any Claim, Equity Interest, or Intercompany Interest shall be cancelled and deemed surrendered to the Debtors without any need for a Holder to take further action with respect thereto, and the Debtors shall not have any continuing obligations thereunder and Holders of or parties to such cancelled instruments, certificates, and other documentation will have no rights arising from or relating to such instruments, certificates, and other documentation, or the cancellation thereof, except the rights, distributions, and treatment provided for pursuant to this Plan or the Confirmation Order; and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificates or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indenture, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be fully released, settled, compromised and discharged.~~

~~Notwithstanding the foregoing or anything to the contrary herein or in the Confirmation Order, the Prepetition Debt Documents shall continue in effect solely for the purposes of: (a) allowing Holders of Funded Debt Claims and the Agents to (i) receive and accept distributions under the Plan on account of such Claims, (ii) appear and be heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, including to enforce any obligation under this Plan or the Confirmation Order owed to the Agents or Holders of such Claims, and (iii) receive compensation and reimbursement for any reasonable and documented fees and expenses incurred in connection with the implementation, consummation, and defense of this Plan and the Confirmation Order to the extent provided by this Plan and the Confirmation Order; (b) allowing and preserving the rights of the Agents to (i) receive and make distributions on account of such Claims, (ii) maintain, enforce, and exercise any right to compensation, indemnification, expense reimbursement, priority of payment, immunity, exculpation, contribution, or any other claim or entitlement that the Agents may have under the Prepetition Debt Documents; provided that,~~

~~subject to the terms of this Plan, any such indemnification or contribution rights under the Prepetition Debt Documents shall be limited to rights with respect to Persons other than the Debtors, and (iii) assert or maintain any rights the Agents have against any money or property distributable or allocable to Holders of such claims for amounts not paid or required to be paid hereunder; and (e) in each case, allowing Holders of Funded Debt Claims and the Agents to perform any functions that are necessary to effectuate the foregoing.~~

~~*F. Section 1146 Exemption.*~~

~~To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Post Effective Date Debtor, as applicable, or to any other Person) of property under this Plan or pursuant to: (i) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Post Effective Date Debtors, as applicable, including the Reorganized Equity; (ii) the Restructuring Transactions; (iii) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (iv) the making, assignment, or recording of any lease or sublease; or (v) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to 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, personal property transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146 of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.~~

~~*G. The Recapitalization Transaction.*~~

~~If the Recapitalization Transaction occurs, the following provisions shall govern, except for the provisions in Article IV.G.12 through and including IV.G.15 (which shall occur only if the Debtors determine, in the exercise of their reasonable business judgment, to effectuate a wind down in connection with the Recapitalization Transaction).~~

D. ~~*1-The Post-Effective Date Debtors.*~~

On the Effective Date, the New Board shall be established, and each Post-Effective Date Debtor shall adopt its New Governance Documents, subject in all respects to the consent rights of the Required Consenting FLFO Term Lenders. The Post-Effective Date Debtors shall be authorized to adopt any other agreements, documents, and instruments and to take any other actions contemplated under this Plan as necessary to consummate this Plan.

E. ~~*2-Sources of Consideration for Plan Distributions.*~~

~~Except if a Sale occurs, the~~The Debtors shall fund or make distributions under this Plan, as applicable, with: (i) the Reorganized Equity; (ii) the Debtors' Cash on hand; (iii) the Convenience Claim Reserve; (iv) the Takeback Term Loans; (v) the Exit RCF Facility; and (vi) the Takeback Equipment Financing Debt. Each distribution and issuance referred to in Article VI of this Plan shall be governed by the terms and conditions set forth in this Plan applicable to such distribution or issuance and by the terms and conditions of the instruments or other documents evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Entity receiving such distribution or issuance. The issuance, distribution, or authorization, as applicable, of certain Securities in connection with this Plan, including the Reorganized Equity, is expected to be exempt from Securities Act registration, as described more fully in ~~Article IV.G.7~~Article IV.L below.

1. ~~(a)~~ Issuance of the Reorganized Equity.

~~Except if a Sale occurs, the~~ Post-Effective Date STG shall be authorized to issue a certain amount of Reorganized Equity on account of the Claims as set forth in Articles II and III hereof, pursuant to its New Governance Documents as well as any options or other equity awards, if any, reserved for the Management Incentive Plan. The issuance of the Reorganized Equity shall be authorized without the need for any further corporate action. On the Effective Date, the Reorganized Equity shall be issued and distributed pursuant to, and in accordance with, this Plan.

All Reorganized Equity issued pursuant to this Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance referred to in Article VI hereof shall be governed by the terms and conditions set forth in this Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, including the New Governance Documents, which terms and conditions shall bind each Entity receiving such distribution or issuance. Any Entity's acceptance of Reorganized Equity shall be deemed to constitute its agreement to the New Governance Documents, as the same may be amended or modified from time to time following the Effective Date in accordance with their terms, without the need for execution by any party thereto other than the applicable Post-Effective Date Debtor(s). The Reorganized Equity will not be registered or listed under the Securities Act or on any securities exchange as of the Effective Date.

2. ~~(b)~~ Takeback Term Loan Facility and Exit RCF Facility.

~~Except if a Sale occurs, on~~ On the Effective Date, Post-Effective Date STG (including any Post-Effective Date Debtors that are to be borrowers or guarantors under the Takeback Term Loans and the Exit RCF Facility) shall issue the Takeback Term Loans on the terms set forth in the Takeback Term Loan Facility Documents and enter into the Exit RCF Facility on the terms set forth in the Exit RCF Facility Documents. To the extent not already approved, the Confirmation Order shall be deemed approval of the Takeback Term Loan Facility Documents and the Exit RCF Facility Documents, as applicable, and all transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations to be incurred by Post-Effective Date STG in connection therewith, including the payment of all fees, indemnities, expenses, and other payments provided for therein and authorization of Post-Effective Date STG to enter into and execute the Takeback Term Loan Facility Documents and the Exit RCF Facility Documents as may be required to effectuate the Takeback Term Loans and the Exit RCF Facility.

On the Effective Date, all of the Liens and security interests to be granted in accordance with the Takeback Term Loan Facility Documents and the Exit RCF Facility Documents, to the extent applicable: (a) shall be deemed to be granted; (b) shall be legal, binding, automatically perfected, non-avoidable, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Takeback Term Loan Facility Documents and the Exit RCF Facility Documents; (c) shall be deemed automatically perfected on or prior to the Effective Date, subject only to such Liens and security interests as may be permitted under the respective Takeback Term Loan Facility Documents and the Exit RCF Facility Documents; and (d) shall not be subject to avoidance, recharacterization, or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers, fraudulent transfers, or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law.

Post-Effective Date STG and the Entities granting such Liens and security interests to secure the obligations under the Takeback Term Loan Facility Documents and the Exit RCF Facility Documents shall be authorized to enter into all agreements and make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, federal, or other law that would be applicable in the absence of this Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required), and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

3. ~~(e)~~ Takeback Equipment Financing Debt.

~~Except if a Sale occurs, on~~ On the Effective Date, the Post-Effective Date Debtors shall enter into the Takeback Equipment Financing Agreements. To the extent applicable, Confirmation of the Plan shall be deemed to be (a) approval of the Takeback Equipment Financing Debt (including the transactions and related agreements contemplated thereby and all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtors or Post-Effective Date Debtors, as applicable, in connection therewith), to the extent not approved by the Bankruptcy Court previously and (b) authorization for the Debtors or the Post-Effective Date Debtors, as applicable, to, without further notice to or order of the Bankruptcy Court, (i) execute and deliver those documents and agreements necessary or appropriate to enter into the Takeback Equipment Financing Agreements, and incur any pay any fees and expenses in connection therewith, and (ii) act or take action under applicable Law, regulation, order, or rule or vote, consent, authorization, or approval of any person, subject to such modifications as the Debtors or the Post-Effective Date Debtors, as applicable, may deem necessary to issue the Takeback Equipment Financing Debt.

As of the Effective Date, upon the granting of Liens in accordance with the Takeback Equipment Financing Agreements, all of the Liens and security interests, if any, to be granted in accordance with the Takeback Equipment Financing Agreements shall (a) be deemed to be granted, (b) be legal, binding, automatically perfected, non-avoidable, and enforceable Liens on, and security interests in, the applicable collateral in accordance with the respective terms of the Takeback Equipment Financing Agreements, (c) be deemed perfected on or prior to the Effective Date, subject only to such Liens and security interests, if any, as may be permitted under the Takeback Equipment Financing Agreements, and (d) not be subject to avoidance, recharacterization, or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers, fraudulent transfers, or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy Law.

To the extent provided in the applicable Takeback Equipment Financing Agreements, the Holder(s) of Liens, if any, under the Takeback Equipment Financing Agreements are authorized to file with the appropriate authorities mortgages, financing statements, and other documents and to take any other action in order to evidence, validate, and perfect such Liens or security interests. The guarantees, mortgages, pledges, Liens, and other security interests, if any, granted to secure the obligations arising under the Takeback Equipment Financing Agreements have been granted in good faith, for legitimate business purposes, and for reasonably equivalent value as an inducement to the lenders thereunder to extend credit thereunder and shall be deemed not to constitute a fraudulent conveyance or fraudulent transfer and shall not otherwise be subject to avoidance, recharacterization, or subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy Law, and the priorities of such Liens and security interests, if any, shall be as set forth in the Takeback Equipment Financing Agreements.

The Post-Effective Date Debtors and the Persons and Entities granted such Liens and security interests, if any, shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests, if any, under the provisions of the applicable state, federal, or other Law that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals, and consents shall not be required) and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable Law to give notice of such Liens and security interests, if any, to third parties.

F. ~~3-~~ Corporate Existence.

Except as otherwise provided in this Plan or the Definitive Documents, including the Restructuring Steps Plan, each Debtor shall continue to exist after the Effective Date as a separate corporate Entity, limited liability company, partnership, or other form, as the case may be, with all the powers of a corporation, limited liability company, partnership, or other form, as the case may be, pursuant to the applicable law in the jurisdiction in which such Debtor is incorporated or formed and pursuant to the certificate of incorporation and bylaws (or other formation documents) in effect prior to the Effective Date, except to the extent such certificate of incorporation and bylaws (or other formation documents) are amended under this Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to this Plan and require no further action or

approval (other than any requisite filings required under applicable state, provincial, or federal Law). On or after the Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Post-Effective Date Debtors may be amended or modified on the terms therein without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or after the Effective Date, one or more of the Post-Effective Date Debtors may be disposed of, dissolved, wound down, or liquidated pursuant to the Restructuring Steps Plan or otherwise, without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, and the Post-Effective Date Debtors are authorized to take all actions necessary or appropriate to effectuate the foregoing.

G. ~~4-~~ *Vesting of Assets in the Post-Effective Date Debtors.*

~~Unless a Sale occurs, e~~ Except as otherwise provided in this Plan or in any agreement, instrument, or other document incorporated in this Plan, on the Effective Date, all property in each Debtor's Estate, all Retained Causes of Action belonging to the Debtors or the Estates, and any property acquired by any of the Debtors under this Plan shall vest in each respective Post-Effective Date Debtor, free and clear of all Liens, Claims, charges, or other encumbrances (except for Liens securing Other Secured Claims that are Reinstated pursuant to this Plan, as applicable). On and after the Effective Date, except as otherwise provided herein or in the Confirmation Order, each Post-Effective Date Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Equity Interests, Intercompany Interests, or Retained Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. For the avoidance of doubt, no Post-Effective Date Debtor (including any Post-Effective Date Debtor ultimately being wound down and liquidated in connection with the Restructuring Transactions, including as set forth in the Restructuring Steps Plan) shall be treated as being liable on any Claim that is discharged pursuant to this Plan.

H. ~~5-~~ *Corporate Action.*

Upon the Effective Date, all actions contemplated by this Plan and Definitive Documents shall be deemed authorized and approved by the Bankruptcy Court in all respects without any further corporate or equity holder action, including, as applicable, in each case subject to any applicable consent rights in the Restructuring Support Agreement: (a) the implementation of the Restructuring Transactions; (b) selection of the directors, officers, or managers for the Post-Effective Date Debtors; (c) the distribution of the Reorganized Equity; (d) all other actions contemplated under this Plan (whether to occur before, on, or after the Effective Date); (e) adoption of the New Governance Documents; (f) the rejection, assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; and (g) all other acts or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions (whether to occur before, on, or after the Effective Date). All matters provided for in this Plan involving the corporate structure of the Debtors or the ~~Post-Post~~ Post-Effective Date Debtors, and any corporate action required by the Debtors or the Post-Effective Date Debtors, as applicable, in connection with this Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the equity security Holders, directors, officers, or managers of the Debtors or the Post-Effective Date Debtors, as applicable. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors or the Post-Effective Date Debtors, as applicable, shall be authorized and (as applicable) directed to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under this Plan (or necessary or desirable to effect the transactions contemplated under this Plan) in the name of and on behalf of the Post-Effective Date Debtors, including the Reorganized Equity, the New Governance Documents, and any and all other agreements, documents, securities, and instruments relating to the foregoing. The authorizations and approvals contemplated by this ~~Article IV.G.5~~ Article IV.H shall be effective notwithstanding any requirements under non-bankruptcy law.

I. ~~6-~~ *New Governance Documents.*

~~Unless a Sale occurs, on~~ On or immediately prior to the Effective Date, the New Governance Documents shall be adopted or amended in a manner acceptable to the Debtors, as may be necessary to effectuate the transactions contemplated by this Plan. With respect to provisions of the New Governance Documents that relate to the releases, exculpation, injunction, indemnification, or directors' and officers' liability insurance provisions related to any Consenting Sponsor, or that would materially, directly, and adversely impact any Consenting Sponsor in a manner inconsistent with the Restructuring Support Agreement, such provisions are subject to the consent of the

applicable Consenting Sponsor as incorporated by Article I.H of this Plan. To the extent required under this Plan or applicable non-bankruptcy law, each of the Post-Effective Date Debtors will file its New Governance Documents with the applicable Secretaries of State and/or other applicable authorities in its respective state, province, or country of incorporation or formation in accordance with the corporate laws of the respective state, province, or country of incorporation or formation to the extent such filing is required for each such document. The New Governance Documents will prohibit the issuance of non-voting equity securities to the extent required under section 1123(a)(6) of the Bankruptcy Code. For the avoidance of doubt, the New Governance Documents shall be included in the Plan Supplement. After the Effective Date, each Post-Effective Date Debtor may amend and restate its constituent and governing documents as permitted by the Laws of its jurisdiction of incorporation or formation and the terms of such documents, and the Post-Effective Date Debtors may file such amended certificates or articles of incorporation, bylaws, or other applicable formation and constituent documents as permitted by the Laws of the applicable states, provinces, or countries of incorporation or formation and the New Governance Documents. For the avoidance of doubt, any claimant's acceptance of the Reorganized Equity shall be deemed to constitute its agreement to be bound by the New Governance Documents without the need for execution by any party other than the Post-Effective Date Debtors.

J. ~~7~~-*Directors and Officers of the Post-Effective Date Debtors.*

On the Effective Date, the term of the current Governing Body, including any special committee formed by the current Governing Body, of the Debtors shall expire, and the directors for the initial term of the New Board shall be appointed, subject in all respects to the consent rights of the Required Consenting FLFO Term Lenders. The initial directors of the New Board will be identified in the Plan Supplement, to the extent known at the time of filing. Except to the extent that a current director on the board of directors of STG is designated to serve as a director, manager, or sole manager of a Post-Effective Date Debtor, the current directors on the board of directors of STG prior to the Effective Date, in their capacities as such, have no continuing obligations to STG and such director shall be deemed to have resigned or shall otherwise cease to be a director of STG on the Effective Date. Each such member and officer of the Post-Effective Date Debtors shall serve from and after the Effective Date pursuant to the terms of the New Governance Documents and other constituent documents of the Post-Effective Date Debtors.

K. ~~8~~-*Effectuating Documents; Further Transactions.*

On and after the Effective Date, the Post-Effective Date Debtors and the New Board are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of this Plan and the Definitive Documents, including the Securities issued pursuant to this Plan, in the name of and on behalf of the Post-Effective Date Debtors, without the need for any approvals, authorization, or consents except for those expressly required pursuant to this Plan.

L. ~~9~~-*Certain Securities Law Matters.*

Pursuant to section 1145 of the Bankruptcy Code, or, to the extent that section 1145 of the Bankruptcy Code is either not permitted or not applicable, section 4(a)(2) of the Securities Act, Regulation D promulgated thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration, it is expected that the offering, issuance, and distribution of the Reorganized Equity as contemplated herein shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable U.S. federal, state, or local laws requiring registration prior to the offering, issuance, distribution, or sale of securities.

The Reorganized Equity to be issued under this Plan on account of Allowed Claims in accordance with, and pursuant to, section 1145 of the Bankruptcy Code will be freely transferable under the Securities Act by the recipients thereof, subject to: (a) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an "underwriter" in section 2(a)(11) of the Securities Act, compliance with any applicable state or non-U.S. securities laws, if any, and the rules and regulations of the United States Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments; and (b) any restrictions on the transferability of the Reorganized Equity as set forth in the New Governance Documents.

The Reorganized Equity, including the MIP Equity, that may be issued pursuant to the exemption from registration set forth in section 4(a)(2) of the Securities Act, Regulation D thereunder, Regulation S under the Securities Act, and/or other available exemptions from registration will be considered “restricted securities,” will bear customary legends and transfer restrictions, and may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act.

The Post-Effective Date Debtors need not provide any further evidence other than this Plan or the Confirmation Order to any Entity (including DTC and any transfer agent for the Reorganized Equity) with respect to the treatment of the Reorganized Equity to be issued under this Plan under applicable securities laws. Should the Post-Effective Date Debtors elect on or after the Effective Date to reflect any ownership of the Reorganized Equity through the facilities of DTC, DTC shall be required to accept and conclusively rely upon this Plan and the Confirmation Order in lieu of a legal opinion regarding whether the Securities to be issued under this Plan are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. Notwithstanding anything to the contrary in this Plan, no Entity (including, for the avoidance of doubt, DTC or any transfer agent for Securities) may require a legal opinion regarding the validity of any transaction contemplated by this Plan, including, for the avoidance of doubt, whether the Securities to be issued under this Plan are exempt from registration and/or eligible for book-entry delivery, settlement, and depository services (to the extent applicable).

M. ~~10.~~ *Management Incentive Plan.*

On or within thirty (30) days following the Effective Date, the New Board shall adopt and implement the Management Incentive Plan to be used to incentivize and compensate employees, directors, consultants, and other services providers of the Post-Effective Date Debtors, which Management Incentive Plan will include the ability to grant restricted stock units, options, Reorganized Equity, or other rights exercisable, exchangeable, or convertible into Reorganized Equity (or equivalent Cash value thereof) in accordance with the Restructuring Support Agreement.

N. ~~11.~~ *Preservation of Retained Causes of Action.*

In accordance with section 1123(b) of the Bankruptcy Code, but subject to ~~Article IX~~ Article VIII hereof, all Causes of Action shall vest in the Post-Effective Date Debtors as Retained Causes of Action. For the avoidance of doubt, any Cause of Action released by the Debtors pursuant to the releases and exculpations contained in this Plan, including Article ~~IX~~ VIII hereof, shall not be considered a Retained Cause of Action. The Post-Effective Date Debtors shall have the exclusive right, authority, and discretion to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment such Retained Causes of Action, as appropriate, in accordance with the best interests of the Post-Effective Date Debtors and 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 Retained Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. For the avoidance of doubt, any Claims or Causes of Action against the Consenting Stakeholders and/or their Affiliates and/or advisors shall not be Retained Causes of Action. The Released Preference Actions shall not be Retained Causes of Action.

No Person or Entity may rely on the absence of a specific reference in the Schedule of Retained Causes of Action, this Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or Post-Effective Date Debtors, as applicable, will not pursue any and all available Retained Causes of Action against it. The Debtors and Post-Effective Date Debtors expressly reserve all rights to prosecute any and all Retained Causes of Action against any Person or Entity, except as otherwise expressly provided in this Plan, including ~~Article IX~~ Article VIII of this Plan.

The Post-Effective Date Debtors shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters, including (x) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (y) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement to file motions or substitutions of parties or counsel in each such matter.

O. ~~12. The Wind Down~~ Director and Officer Liability Insurance.

~~If a wind down occurs in connection with the Recapitalization Transaction, on and after the Effective Date, Post Effective Date Debtors will be authorized and directed to implement this Plan and any applicable orders of the Bankruptcy Court in accordance with Article VII of this Plan, and the Post Effective Date Debtors shall have the power and authority to take any action necessary to wind down and dissolve the Debtors' Estates.~~

~~As soon as practicable after the Effective Date, the Post Effective Date Debtors shall: (a) to the extent applicable, file a certificate of dissolution or equivalent document, together with all other necessary corporate and company documents, to effect the dissolution of the Debtors under the applicable laws of their state of incorporation or formation (as applicable); and (b) take such other actions as the Post Effective Date Debtors may determine to be necessary or desirable to carry out the purposes of this Plan with the reasonable consent of the Required Consenting FLFO Term Lenders. Any certificate of dissolution or equivalent document may be executed by the Post Effective Date Debtors without need for any action or approval by the shareholders, board of directors or managers, or Governing Body of any Debtor. From and after the Effective Date, except with respect to the Post Effective Date Debtors as set forth herein, the Debtors (a) for all purposes shall be deemed to have withdrawn their business operations from any state 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 in order to effectuate such withdrawal, (b) shall be deemed to have canceled pursuant to this Plan all Equity Interests and Intercompany Interests, and (c) 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. Notwithstanding the Debtors' dissolution, the Debtors shall be deemed to remain intact solely with respect to the preparation, filing, review, and resolution of applications for Professional Fee Claims.~~

~~13. Wind Down Debtors.~~

~~On and after the Effective Date, certain of the Debtors shall continue in existence for purposes of: (a) winding down the Debtors' business and affairs as expeditiously as reasonably possible; (b) resolving Disputed Claims; (c) making distributions on account of Allowed Claims as provided hereunder; (d) funding distributions; (e) enforcing and prosecuting claims, interests, rights, and privileges under the Retained Causes of Action on the Schedule of Retained Causes of Action in an efficacious manner and only to the extent the benefits of such enforcement or prosecution are reasonably believed to outweigh the costs associated therewith; (f) filing appropriate tax returns; (g) complying with any continuing obligations under the DIP Orders; and (h) administering this Plan in an efficient manner. Such Debtors shall be deemed to be substituted as the party in lieu of the Debtors in all matters, including (x) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court and DIP Orders (as applicable) and (y) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.~~

~~14. The Wind Down Debtor Account.~~

~~On or prior to the Effective Date and if the Debtors, with the consent of the Required Consenting FLFO Term Lenders, elect to pursue a wind down in connection with the Recapitalization Transaction, the Debtors shall establish the Wind Down Debtor Account by depositing Cash on hand in the amount of the Wind Down Amount into the Wind Down Debtor Account. The Wind Down Debtor Account shall be used by the Post Effective Date Debtors to (a) fund the estimated fees, costs, and expenses necessary to fully administer and wind down the Debtors' Estates, including the fees, costs, and expenses of the Post Effective Date Debtors to wind down the Debtors' Estates, and (b) pay in full in Cash all Claims required to be paid under the Bankruptcy Code and Plan in order for the Effective Date to occur or otherwise assumed or required to be paid under the terms of this Plan, in each case to the extent not liquidated and paid in full in Cash on the Effective Date; provided that all costs and expenses associated with such wind down and the storage of records and documents shall constitute expenses of the Wind Down Debtors and shall be paid from the Wind Down Debtor Account. Any amount remaining in the Wind Down Debtor Account after the dissolution of the Wind Down Debtors shall be distributed on account of unpaid Claims,~~

~~Equity Interests, and Intercompany Interests in accordance with the priorities and treatment set forth in Article III herein until such Claims, Equity Interests, and Intercompany Interests are paid in full.~~

15. ~~Vesting of Assets in the Wind Down Debtors.~~

~~Except as otherwise provided in this Plan, the Confirmation Order, any order of the Bankruptcy Court, any agreement, instrument, or other document incorporated herein or therein, or any agreement, instrument, or other document incorporated in this Plan or the Plan Supplement, on the Effective Date, the assets of the Debtors not transferred in connection with the Recapitalization Transaction shall vest in the Wind Down Debtors for the purpose of liquidating the Estates, free and clear of all Liens, Claims, charges, or other encumbrances; provided that (x) after funding the Professional Fee Escrow Account, the collateral, or proceeds of sales of such collateral, of the Wind Down Debtors securing the DIP Claims shall remain subject to the liens and claims of the DIP Lenders to the same extent as such liens and claims were enforceable against the Debtors and the Debtors' assets until such DIP Claims are repaid in full pursuant to Article II and (y) the RCF Reserve Account (and any amounts in the RCF Reserve Account) shall remain subject to the Liens and Claims of the Consenting FLFO RCF Lenders until the FLFO RCF Claims held by such Consenting FLFO RCF Lenders are paid in full in Cash or treated in accordance with the Exit RCF Documents, and shall not be used to fund the Wind Down Amount or otherwise available for any use or purpose other than as expressly provided in the DIP Orders; provided that the RCF Reserve Account (and any amounts therein) shall be released to the reorganized Debtors if they establish the Exit RCF Facility. On and after the Effective Date, except as otherwise provided for in this Plan and the DIP Orders, the Debtors and the Wind Down Debtors may operate their business and use, acquire, or dispose of property, and compromise or settle any Claims, Equity Interests, Intercompany Interests, or Retained Causes of Action.~~

16. ~~Closing the Chapter 11 Cases.~~

~~On or following~~After the Effective Date, the ~~Post-Post~~Post Effective Date Debtors shall ~~be permitted, subject to the Filing of appropriate motion by the Post Effective Date Debtors, to close all of the Chapter 11 Cases except one, and all contested matters relating to any Post-Effective Date Debtor, including objections to Claims, shall be administered and heard in such remaining Chapter 11 Case.~~ not terminate or otherwise reduce the coverage under any D&O Liability Insurance Policy in effect or purchased as of or following the execution date of the Restructuring Support Agreement (including any tail policy), and any members, managers, directors, and officers of the Debtors who served in such capacity at any time before the Effective Date and any other individuals, in each case, covered by such existing insurance policies, shall be entitled to the full benefits of such policy, to the extent of the terms and limitations of such policy, for the full term of such policy regardless of whether such members, managers, directors, officers, or other individuals remain in such positions after the Effective Date.

~~When all Disputed Claims have become Allowed or Disallowed and all distributions have been made in accordance with this Plan, the Post-Effective Date Debtors may seek authority to close any remaining Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules.~~

Notwithstanding anything herein to the contrary, the Debtors or Post-Effective Date Debtors, as applicable, shall retain the ability to supplement such D&O Liability Insurance Policies as the Debtors or Post-Effective Date Debtors deem necessary, including by purchasing any tail coverage (including a tail policy).

P. ~~H. The Sale~~Employment Obligations.

All Assumed Plans shall be assumed by the Post-Effective Date Debtors as of the Effective Date and shall remain in place. The Post-Effective Date Debtors shall continue to honor their obligations under such Assumed Plans; provided that the Assumed Plans shall not include any equity or equity-based programs and awards in effect as of the Petition Date and such awards and rights shall be terminated as of the Effective Date for no consideration.

~~If the Sale occurs, the following provisions shall govern.~~

~~1. The Wind Down.~~

~~If the Sale occurs, on and after the Effective Date, the Plan Administrator will be authorized and directed to implement this Plan and any applicable orders of the Bankruptcy Court in accordance with Article VII of this Plan, and the Plan Administrator shall have the power and authority to take any action necessary to wind down and dissolve the Debtors' Estates.~~

~~As soon as practicable after the Effective Date, the Plan Administrator shall: (a) to the extent applicable, file a certificate of dissolution or equivalent document, together with all other necessary corporate and company documents, to effect the dissolution of the Debtors under the applicable laws of their state of incorporation or formation (as applicable); and (b) take such other actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of this Plan. Any certificate of dissolution or equivalent document may be executed by the Plan Administrator without need for any action or approval by the shareholders, board of directors or managers, or Governing Body of any Debtor. From and after the Effective Date, except with respect to the Post Effective Date Debtors as set forth herein, the Debtors (a) for all purposes shall be deemed to have withdrawn their business operations from any state 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 in order to effectuate such withdrawal, (b) shall be deemed to have canceled pursuant to this Plan all Equity Interests and Intercompany Interests, and (c) 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. Notwithstanding the Debtors' dissolution, the Debtors shall be deemed to remain intact solely with respect to the preparation, filing, review, and resolution of applications for Professional Fee Claims.~~

~~2. Wind Down Debtors.~~

~~On and after the Effective Date, the Wind Down Debtors shall continue in existence for purposes of: (a) winding down the Debtors' business and affairs as expeditiously as reasonably possible; (b) resolving Disputed Claims; (c) making distributions on account of Allowed Claims as provided hereunder; (d) funding distributions; (e) enforcing and prosecuting claims, interests, rights, and privileges under the Retained Causes of Action on the Schedule of Retained Causes of Action in an efficacious manner and only to the extent the benefits of such enforcement or prosecution are reasonably believed to outweigh the costs associated therewith; (f) filing appropriate tax returns; (g) complying with any continuing obligations under the DIP Orders; and (h) administering this Plan in an efficient manner. The Wind Down Debtors shall be deemed to be substituted as the party in lieu of the Debtors in all matters, including (x) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court and DIP Orders (as applicable) and (y) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.~~

~~3. The Wind Down Debtor Account.~~

~~On or prior to the Effective Date, the Debtors shall establish the Wind Down Debtor Account by depositing Cash on hand in the amount of the Wind Down Amount into the Wind Down Debtor Account. The Wind Down Debtor Account shall be used by the Post Effective Date Debtors to (a) fund the estimated fees, costs, and expenses necessary to fully administer and Wind Down the Debtors' Estates, including the fees, costs, and expenses of the Plan Administrator to Wind Down the Debtors' Estates, and (b) pay in full in Cash all Claims required to be paid under the Bankruptcy Code and Plan in order for the Effective Date to occur or otherwise assumed or required to be paid under the terms of this Plan, in each case to the extent not liquidated and paid in full in Cash on the Effective Date; provided that all costs and expenses associated with the Wind Down and the storage of records and documents shall constitute expenses of the Wind Down Debtors and shall be paid from the Wind Down Debtor Account. Any amount remaining in the Wind Down Debtor Account after the dissolution of the Wind Down Debtors shall be distributed on account of unpaid Claims, Equity Interests, and Intercompany Interests in accordance with the priorities and treatment set forth in Article III herein until such Claims, Equity Interests, and Intercompany Interests are paid in full. In no event shall the Plan Administrator be required or permitted to use its personal funds or assets for such purposes.~~

4. Vesting of Assets in the Wind Down Debtors.

~~Except as otherwise provided in this Plan, the Confirmation Order, the Purchase Agreement(s) (if any), and/or the Sale Order (if any), any order of the Bankruptcy Court approving a Sale, or any agreement, instrument, or other document incorporated herein or therein, or any agreement, instrument, or other document incorporated in this Plan or the Plan Supplement, on the Effective Date, the assets of the Debtors shall vest in the Wind Down Debtors for the purpose of liquidating the Estates, free and clear of all Liens, Claims, charges, or other encumbrances; provided that (x) after funding the Professional Fee Eserow Account, the collateral, or proceeds of sales of such collateral, of the Wind Down Debtors securing the DIP Claims shall remain subject to the liens and claims of the DIP Lenders to the same extent as such liens and claims were enforceable against the Debtors and the Debtors' assets until such DIP Claims are repaid in full pursuant to Article II and (y) the RCF Reserve Account (and any amounts in the RCF Reserve Account) shall remain subject to the Liens and Claims of the Consenting FLFO RCF Lenders until the FLFO RCF Claims held by such Consenting FLFO RCF Lenders are paid in full in Cash or treated in accordance with the Exit RCF Documents, and shall not be used to fund the Wind Down Debtor Account or otherwise available for any use or purpose other than as expressly provided in the DIP Orders. On and after the Effective Date, except as otherwise provided for in this Plan and the DIP Orders, the Debtors and the Wind Down Debtors may operate their business and use, acquire, or dispose of property, and compromise or settle any Claims, Equity Interests, Intercompany Interests, or Retained Causes of Action.~~

5. Sources of Consideration for Plan Distributions.

~~In the event of a Sale, the Sale Payment Amount, the RCF Reserve Account (and any amounts in the RCF Reserve Account), Net Distributable Cash, the Convenience Claim Reserve, and any remaining amounts in the Wind Down Debtor Account (if any, after completion of the Wind Down and payment in full of all amounts required to be paid by the amounts deposited in the Wind Down Debtor Account) will fund distributions under this Plan. Notwithstanding anything to the contrary in this Plan or in the Purchase Agreement, on the Effective Date, any Retained Cause of Action not settled, released, discharged, enjoined, or exculpated under this Plan on or prior to the Effective Date shall vest in the Wind Down Debtors and shall be subject to administration by the Plan Administrator.~~

6. Dissolution and Governing Bodies of the Debtors.

~~As of the Effective Date, the Governing Body of each Debtor shall be dissolved without any further action required on the part of the Debtors or the Debtors' officers, directors, managers, shareholders, members, or Governing Bodies, and any remaining officers, directors, managers, or managing members of any Debtor shall be dismissed without any further action required on the part of any such Debtor, the equity holders of the Debtors, the officers, directors, managers, or Governing Body, as applicable, of the Debtors, or the members of any Debtor. Subject in all respects to the terms of this Plan, the Debtors shall be dissolved as soon as practicable on or after the Effective Date, but in no event later than the closing of the Chapter 11 Cases.~~

~~As of the Effective Date, the Plan Administrator shall act as the sole officer, director, manager, and Governing Body, as applicable, of the Debtors with respect to its affairs. Subject in all respects to the terms of this Plan, the Plan Administrator shall have the power and authority to take any action necessary to effectuate the Wind Down and dissolve any of the Debtors, including those powers set forth in Article VII.C.~~

~~The filing by the Plan Administrator of any of the Debtors' certificate of dissolution shall be authorized and approved in all respects without further action under applicable law, regulation, order, or rule, including any action by the stockholders, members, board of directors, or board of managers.~~

7. Release of Liens.

~~Except as otherwise expressly provided herein or in the Confirmation Order, on the Effective Date, all Liens on any property of any Debtors or the Wind Down Debtors shall automatically terminate, all property subject to such Liens shall be automatically released, and all guarantees of any Debtors or the Wind Down Debtors shall be automatically discharged and released; provided that notwithstanding anything to the contrary set forth in this Plan,~~

~~(x) all security interests and Liens in favor of the Holders of FLFO RCF Claims in the RCF Reserve Account (and any amounts in the RCF Reserve Account) shall remain valid, binding, and in full effect on and after the Effective Date and (y) the proceeds of the RCF Reserve Account (and any amounts in the RCF Reserve Account) shall remain subject to the Liens and Claims of the Holders of FLFO RCF Claims to the same extent as such Liens and Claims were enforceable against the Debtors and the Debtors' assets until the Holders of FLFO RCF Claims receive their distributions or other treatment in accordance with Article III; provided, further, that notwithstanding anything to the contrary set forth in this Plan, subject to the funding of the Professional Fee Escrow Account, (a) all Liens of the DIP Agent or the DIP Lenders, as applicable, on any property of any Debtors or the Wind Down Debtors shall remain valid, binding, and in full effect on and after the Effective Date, (b) all property of the Debtors and Wind Down Debtors shall remain subject to the Liens and claims of the DIP Agent or DIP Lenders, as applicable, and shall continue to secure all Obligations (as defined in the DIP Credit Agreement) owing to the or the DIP Agent or the DIP Lenders, as applicable, (c) all guarantees of any Debtors or the Wind Down Debtors in favor of the DIP Lenders shall be reaffirmed and remain in full force and effect, and (d) the proceeds of sales of any collateral of the Wind Down Debtors securing the DIP Claims shall remain subject to the liens and claims of the DIP Agent or the DIP Lenders to the same extent as such liens and claims were enforceable against the Debtors and the Debtors' assets, in each case of (a) (d) until the DIP Agent or the DIP Lenders, as applicable, receive their distributions or other treatment in accordance with Article II. Notwithstanding anything to the contrary herein, the release of Liens and Claims in favor of the DIP Secured Parties or Holders of FLFO RCF Claims, as applicable, shall be subject to the terms of a payoff letter, the Sale Order, or the DIP Orders, as applicable, subject in all respects to the consent of the Required DIP Lenders or Required Consenting FLFO RCF Lenders, as applicable.~~

8. Corporate Action.

~~Upon the Effective Date, all actions contemplated under this Plan, regardless of whether taken before, on, or after the Effective Date, shall be deemed authorized and approved in all respects, including: (a) consummation of the Wind Down; and (b) all other actions contemplated under this Plan (whether to occur before, on, or after the Effective Date). All matters provided for in this Plan or deemed necessary or desirable by the Debtors before, on, or after the Effective Date involving the corporate structure of the Debtors or the Wind Down Debtors, and any corporate action required by the Debtors or the Wind Down Debtors in connection with this Plan or corporate structure of the Debtors or Wind Down Debtors, shall be deemed to have occurred and shall be in effect on the Effective Date, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Wind Down Debtors. Before, on, or after the Effective Date, the appropriate officers of the Debtors or the Wind Down Debtors, as applicable, shall be authorized to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under this Plan (or necessary or desirable to effect the transactions contemplated under this Plan) in the name of and on behalf of the Wind Down Debtors. The authorizations and approvals contemplated by this Article IV.I shall be effective notwithstanding any requirements under non bankruptcy law.~~

Q. ~~9. Effectuating Cancellation of Notes, Instruments, Certificates, and Other Documents; Further Transactions.~~

~~Prior to the Effective Date, the Debtors are, and on and after the Effective Date, the Wind Down Debtors, the Plan Administrator, and the officers and members thereof are, authorized to and may issue, execute, deliver, file, or record to the extent not inconsistent with any provision of this Plan such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of this Plan, without the need for any approvals, authorizations, notice, or consents, except for those expressly required pursuant to this Plan.~~

10. Preservation of Retained Causes of Action.

~~Unless any Cause of Action against a Person or an Entity is expressly acquired pursuant to the Purchase Agreement, waived, relinquished, exculpated, released, compromised, or settled in this Plan or a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Debtors shall convey to the Plan Administrator all rights to commence, prosecute, or settle, as appropriate, any and all Retained Causes of Action, including any action specifically enumerated in the Schedule of Retained Causes of Action, whether arising before or after the Petition Date, which shall vest in the Plan Administrator pursuant to the terms of this Plan. The Plan Administrator may~~

~~enforce all rights to commence, prosecute, or settle, as appropriate, any and all Retained Causes of Action, whether arising before or after the Petition Date, and the Plan Administrator's rights to commence, prosecute, or settle such Retained Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Plan Administrator may, in its reasonable business judgment, pursue such Retained Causes of Action and may retain and compensate professionals in the analysis or pursuit of such Retained Causes of Action to the extent the Plan Administrator deems appropriate, including on a contingency fee basis. No Person or Entity may rely on the absence of a specific reference in this Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Plan Administrator will not pursue any and all available Retained Causes of Action against them. The Debtors and the Plan Administrator expressly reserve all rights to prosecute any and all Retained Causes of Action against any Person or Entity, except as otherwise expressly provided in this Plan; provided that the Wind Down Debtors, in consultation with the Plan Administrator after the Effective Date, may prosecute any such Retained Cause of Action against any party only in connection with their objection to and resolution of any Claim asserted by such party. Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in this Plan or a Final Order, the Plan Administrator expressly reserves all Retained 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 Retained Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. The Plan Administrator 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 Retained Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to, or action, order, or approval of, the Bankruptcy Court. The Released Preference Actions shall not be Retained Causes of Action.~~

Except for the purpose of evidencing a right to a distribution under this Plan, on the Effective Date, except as otherwise specifically provided for in this Plan or the Plan Supplement: (1) the obligations of any Debtor under all certificates, shares, notes, bonds, indentures, purchase rights, or other instruments or documents, directly or indirectly evidencing or creating any indebtedness or obligations of or ownership interest, equity, or portfolio interest in the Debtors or any warrants, options, or other securities exercisable or exchangeable for, or convertible into, debt, equity, ownership, or profits interests in the Debtors giving rise to any Claim, Equity Interest, or Intercompany Interest shall be cancelled and deemed surrendered to the Debtors without any need for a Holder to take further action with respect thereto, and the Debtors shall not have any continuing obligations thereunder and Holders of or parties to such cancelled instruments, certificates, and other documentation will have no rights arising from or relating to such instruments, certificates, and other documentation, or the cancellation thereof, except the rights, distributions, and treatment provided for pursuant to this Plan or the Confirmation Order; and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificates or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indenture, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be fully released, settled, compromised and discharged.

Notwithstanding the foregoing or anything to the contrary herein or in the Confirmation Order, the Prepetition Debt Documents shall continue in effect solely for the purposes of: (a) allowing Holders of Funded Debt Claims and the Agents to (i) receive and accept distributions under the Plan on account of such Claims, (ii) appear and be heard in the Chapter 11 Cases or in any proceeding in the Bankruptcy Court or any other court, including to enforce any obligation under this Plan or the Confirmation Order owed to the Agents or Holders of such Claims, and (iii) receive compensation and reimbursement for any reasonable and documented fees and expenses incurred in connection with the implementation, consummation, and defense of this Plan and the Confirmation Order to the extent provided by this Plan and the Confirmation Order; (b) allowing and preserving the rights of the Agents to (i) receive and make distributions on account of such Claims, (ii) maintain, enforce, and exercise any right to compensation, indemnification, expense reimbursement, priority of payment, immunity, exculpation, contribution, or any other claim or entitlement that the Agents may have under the Prepetition Debt Documents; provided that, subject to the terms of this Plan, any such indemnification or contribution rights under the Prepetition Debt Documents shall be limited to rights with respect to Persons other than the Debtors, and (iii) assert or maintain any rights the Agents have against any money or property distributable or allocable to Holders of such claims for

amounts not paid or required to be paid hereunder; and (c) in each case, allowing Holders of Funded Debt Claims and the Agents to perform any functions that are necessary to effectuate the foregoing.

R. Section 1146 Exemption.

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Post-Effective Date Debtor, as applicable, or to any other Person) of property under this Plan or pursuant to: (i) the issuance, Reinstatement, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Post-Effective Date Debtors, as applicable, including the Reorganized Equity; (ii) the Restructuring Transactions; (iii) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (iv) the making, assignment, or recording of any lease or sublease; or (v) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to 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, personal property transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146 of the Bankruptcy Code, shall forego the collection of any such tax or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

S. ~~H.~~ Closing the Chapter 11 Cases.

On or following the Effective Date, the ~~Plan Administrator~~ Post-Effective Date Debtors shall be permitted, subject to the Filing of appropriate motion by the Post-Effective Date Debtors, to close all of the Chapter 11 Cases except ~~for one of the Chapter 11 Cases as determined by the Plan Administrator and the Wind Down Debtors~~, and all contested matters relating to ~~each of the~~ any Post-Effective Date Debtors, including objections to Claims, shall be administered and heard in such ~~Debtor's~~ remaining Chapter 11 Case.

When all Disputed Claims have become Allowed or Disallowed and all distributions have been made in accordance with this Plan, the Post-Effective Date Debtors may seek authority to close any remaining Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules.

**ARTICLE V.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

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

~~If the Recapitalization Transaction occurs, e~~ Except as otherwise provided in this Plan or otherwise agreed to by the Debtors and the counterparty to an Executory Contract or Unexpired Lease, subject in all respects to the consent rights of the Required Consenting FLFO Term Lenders, on the Effective Date each Executory Contract and Unexpired Lease, not previously assumed, assumed and assigned, or rejected shall be deemed automatically assumed, pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (i) is identified on the Rejected Executory Contracts and Unexpired Leases List as of the Effective Date, in which case such Executory Contract ~~o~~ f ~~or~~ Unexpired Lease shall be rejected as of the Effective Date; (ii) previously expired or terminated pursuant to its own terms; (iii) is the subject of a motion to reject Filed on or before the Effective Date; or (iv) is an Insurance Policy (which shall be treated in accordance with Article V.E). The assumption of Executory Contracts and Unexpired Leases hereunder may include the assignment of certain of such

contracts to Affiliates. This Plan constitutes a motion for approval of the foregoing assumptions and assignments, and the Confirmation Order will constitute an order of the Bankruptcy Court granting such motion.

~~If a Sale occurs, on the Effective Date, except as otherwise provided herein, all Executory Contracts and Unexpired Leases that are not otherwise assumed, assumed and assigned, or rejected shall be deemed automatically rejected by the applicable Wind Down Debtor or the Plan Administrator, as applicable, pursuant to sections 365 and 1123 of the Bankruptcy Code, other than those that: (a) are identified on the Assumed Executory Contracts and Unexpired Leases List; (b) previously expired or terminated pursuant to their own terms; (c) have been previously assumed or rejected by the Debtors pursuant to a Final Order; (d) are the subject of a motion to assume that is pending on the Effective Date; (e) have an ordered or requested effective date of rejection that is after the Effective Date; (f) are to be assumed by the Debtors or assumed by the Debtors and assigned to another third party, as applicable through the Purchase Agreement in connection with the Sale; or (g) is an Insurance Policy (which shall be treated in accordance with Article V.E).~~

Notwithstanding anything to the contrary in this Plan, the Debtors and the Post-Effective Date Debtors, as applicable, reserve the right to alter, amend, modify, or supplement, ~~as applicable,~~ the Assumed Executory Contracts and Unexpired Leases List or the Rejected Executory Contracts and Unexpired Leases List ~~(i) to add or remove any Executory Contract or Unexpired Lease to or from the Assumed Executory Contracts and Unexpired Leases List and the Rejected Executory Contracts and Unexpired Leases List at any time prior to the Effective Date, and (ii) to add any Executory Contract or Unexpired Lease to the Assumed Executory Contracts and Unexpired Leases List or the Rejected Executory Contract and Unexpired Leases List not otherwise identified on the Assumed Executory Contracts and Unexpired Leases List or the Rejected Executory Contracts and Unexpired Leases List at any time prior to the Effective Date,~~ the modifications thereto shall constitute assumption or rejection of such Executory Contract or Unexpired Lease as of the date of such modification, notwithstanding anything contained in this Article V.A. The Debtors shall provide notice of any amendments to the ~~Assumed Executory Contracts and Unexpired Leases List or the~~ Rejected Executory Contracts and Unexpired Leases List to the counterparties to the Executory Contracts or Unexpired Leases affected thereby, and fourteen (14) days to object to such assumption and related Cure as provided in Article V.D below. For the avoidance of doubt, after the Effective Date has passed, an Executory Contract or Unexpired Lease may only be removed from the Assumed Executory Contracts and Unexpired Leases List if (a) the applicable counterparty consents to such rejection, or (b) the applicable counterparty timely objected to the assumption or Cure of such Executory Contract or Unexpired Lease and such objection remains outstanding.

Except as otherwise provided herein or agreed to by the Debtors and the applicable counterparty, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements related thereto, and all rights related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests. Modifications, amendments, supplements, and restatements of Executory Contracts and Unexpired Leases executed 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.

Except as set forth in Article IV.D, to the maximum extent permitted by law, to the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to this Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment of such Executory Contract or Unexpired Lease (including any "change of control" provision), then such provision shall be deemed modified such that the transactions contemplated by this 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 with respect thereto.

B. Indemnification Obligations.

Consistent with applicable law, all Indemnification Obligations shall continue on terms no less favorable to such officers, directors, individual managers, members, partners, supervisors, agents, or employees than the Indemnification Obligations in place on the execution date of the Restructuring Support Agreement; *provided* that the Debtors shall not indemnify such officers, directors, individual managers, members, partners, supervisors, agents, or employees of the Debtors for any claims or Causes of Action for which indemnification is barred under

applicable law, the Debtors' organization documents, or applicable agreements governing the Indemnification Obligations; *provided, further*, that such Indemnification Obligations will only continue as to former officers, directors, individual managers, members, partners, supervisors, agents, or employees to the extent such former officers, directors, individual managers, members, partners, supervisors, agents, or employees are or were, at the time of such service, affiliated with any Consenting Sponsor or designated to such role by a Consenting Sponsor. All Indemnification Obligations shall continue as obligations of the Post-Effective Date Debtors. Any Claim based on the Debtors' obligations thereunder shall be an Allowed Claim. For the avoidance of doubt, this section shall not apply to any obligations as to any sponsor or other equity owner of any of the Debtors in its capacity as such, but this section shall only apply to any representatives or appointees of such sponsor or other equity owner if they are the Debtors' current or former officers, directors, individual managers, members, partners, supervisors, agents, or employees, in each case in their capacities as such.

~~In the event of a Wind Down, the Plan Administrator and all professionals retained by the Plan Administrator, each in their capacities as such, shall be deemed exculpated and indemnified, except for breach of fiduciary duty, willful misconduct, or gross negligence, in all respects by the Wind Down Debtors; provided that all indemnification provisions in the agreements not listed on the Schedule of Assumed Executory Contracts and Unexpired Leases will not be assumed and such provisions will not constitute Indemnification Obligations of the Wind Down Debtors.~~ For the avoidance of doubt, nothing herein shall expand any of the Debtors' Indemnification Obligations in place as of the Petition Date.

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

Counterparties to Executory Contracts or Unexpired Leases deemed rejected shall be served with a notice of rejection of their Executory Contracts and Unexpired Leases via service of the Confirmation Order and the Plan Supplement. Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court ~~within by~~ the ~~earliest to occur~~ later of (i) thirty (30) days after the date of service of notice on the affected claimant of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, which notice shall set forth the date by which such Proofs of Claim must be filed, or (ii) thirty (30) days after service of notice on the affected claimant of any rejection that occurs after the Effective Date.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease with respect to which a Proof of Claims is not Filed with the Claims and Noticing Agent within such time will be automatically Disallowed and forever barred from assertion and shall not be enforceable against the Debtors, the Post-Effective Date Debtors, the Estates, or their property without the need for any objection by the Debtors or the Post-Effective Date Debtors, as applicable, or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged and shall be subject to the permanent injunction set forth in Article ~~IX~~ VIII.F of this Plan, notwithstanding anything in a Proof of Claim to the contrary.

All Claims arising from the rejection of any Executory Contract or Unexpired Lease shall be treated as a General Unsecured Claim as set forth in Article III.B of this Plan and may be objected to in accordance with the provisions of ~~Article VIII~~ Article VII of this Plan and the applicable provisions of the Bankruptcy Code and Bankruptcy Rules.

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

The Post-Effective Date Debtors shall pay all Cure Claims, if any, on the Effective Date. Unless otherwise agreed upon in writing by the parties to the applicable Executory Contract or Unexpired Lease, any objection by a counterparty to a proposed assumption, including pursuant to this Plan, or related Cure amount must be Filed, served, and actually received by counsel to the Debtors and the U.S. Trustee no later than fourteen (14) days after the Effective Date or any other deadline that may be set by the Bankruptcy Court. Any such request that is not timely Filed shall be Disallowed and forever barred, estopped, and enjoined from assertion and shall not be enforceable against any Post-Effective Date Debtor without the need for any objection by the Post-Effective Date

Debtors or any other party in interest or any further notice to or action, order, or approval of the Bankruptcy Court. Any Cure shall be deemed fully satisfied, released, and discharged upon payment by the Debtors or the ~~Post-Post~~ Effective Date Debtors, as applicable, of the Cure; *provided* that nothing herein shall prevent the Post-Effective Date Debtors from paying any Cure despite the failure of the relevant counterparty to File such request for payment of such Cure. The Post-Effective Date Debtors may also settle any Cure without any further notice to or action, order, or approval of the Bankruptcy Court. Any such objection will be scheduled to be heard by the Bankruptcy Court at the Debtors' or the Post-Effective Date Debtors', as applicable, first scheduled omnibus hearing, or such other setting as requested by the Debtors or the Post-Effective Date Debtors, as applicable, with respect to which such objection is timely Filed; *provided that no hearing will be scheduled on less than ten (10) days' notice to the affected counterparty and the Debtors or Post-Effective Date Debtors, as applicable.* Any counterparty to an Executory Contract or Unexpired Lease that fails to timely object to the proposed assumption of any Executory Contract or Unexpired Lease will be deemed to have consented to such assumption.

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

Assumption of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise and full payment of any applicable Cure pursuant to this Article V.D shall result in the full release and satisfaction of any Cures, 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. **Any Proofs of Claim based upon Executory Contracts or Unexpired Leases that have been assumed in the Chapter 11 Cases, including pursuant to the Confirmation Order, and for which any Cure has been fully paid pursuant to this Article V.D, shall be deemed Disallowed and expunged as of the Effective Date without the need for any objection thereto or any further notice to or action, order, or approval of the Bankruptcy Court.**

E. Insurance Policies.

Notwithstanding anything to the contrary in the Definitive Documents, any bar date order or notice or claim objection, any other document related to any of the foregoing or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening, grants an injunction, discharge or release, purports to limit or impact a setoff or recoupment right, confers Bankruptcy Court jurisdiction, or requires a party to opt out of any releases):

(a) on the Effective Date, the Post-Effective Date Debtors, shall be deemed to have assumed all Insurance Policies that (i) are not listed on the ~~Assumed~~Rejected Executory Contracts and Unexpired Leases List prior to the Confirmation Hearing, (ii) are D&O Liability Insurance Policies, and (iii) identify one or more of the Debtors as first named insured or counterparty thereto pursuant to sections 105 and 365 of the Bankruptcy Code;

(b) on and after the Effective Date, the Post-Effective Date Debtors shall remain liable in full for all of their and the Debtors' obligations under the Insurance Policies, regardless of whether any such obligations arise or become due before, on, or after the Effective Date, without the need or requirement for Insurers to file or serve any objection to a notice of proposed Cure amount (or lack of such notice) or file or serve a request, motion, or application for payment of such obligations, or Proof of Claim, Cure amount, or Administrative Claim;

(c) nothing (i) alters, modifies, or otherwise amends the terms and conditions of (or the coverage provided by) any Insurance Policy; or (ii) alters or modifies the duty, if any, of the Insurers to pay claims covered by such Insurance Policies and their right to seek payment or reimbursement from the Debtors (or after the Effective Date, the Post-Effective Date Debtors) or draw on any collateral or security therefor; and

(d) the automatic stay of Bankruptcy Code section 362(a) and the injunctions set forth in ~~Article IX~~Article VIII of this Plan, if and to the extent applicable, shall be deemed lifted without further order of the Bankruptcy Court, solely to permit: (I) claimants with valid workers' compensation claims or direct action claims against Insurers under applicable non-bankruptcy law to proceed with their claims; (II) Insurers to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (A) workers' compensation claims, (B) claims where a claimant asserts a direct claim against an Insurer under applicable non-bankruptcy law, or an order has been entered by the Bankruptcy Court granting a claimant relief from the automatic stay or the injunctions set forth in ~~Article IX~~Article VIII of this Plan to proceed with its claim, and (C) all costs in relation to each of the foregoing; (III) Insurers to draw against any or all of the collateral or security provided by or on behalf of the Debtors (or the Post-Effective Date Debtors, as applicable) at any time and to hold the proceeds thereof as security for the obligations of the Debtors (and the Post-Effective Date Debtors, as applicable) and/or apply such proceeds to the obligations of the Debtors (and the Post-Effective Date Debtors, as applicable) under the Insurance Policies, in such order as the applicable Insurer may determine; and (IV) Insurers to cancel any Insurance Policy, and take other actions relating to the Insurance Policies (including effectuating a setoff or recoupment) to the extent permissible under applicable non-bankruptcy law, and in accordance with the terms of the Insurance Policies.

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

Rejection of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors or the Post-Effective Date Debtors, as applicable, under such Executory Contracts or Unexpired Leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Debtors and the Post-Effective Date Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations with respect to goods previously purchased by the Debtors pursuant to rejected Executory Contracts or Unexpired Leases.

G. Collective Bargaining Agreement.

The Collective Bargaining Agreement and any agreements, documents, or instruments relating thereto, are treated as and deemed to be Executory Contracts under this Plan.

~~If the Recapitalization Transaction occurs, on~~On the Effective Date, the Post-Effective Date Debtors, as applicable, shall be deemed to have assumed the Collective Bargaining Agreement and any agreements, documents, and instruments related thereto. All Proofs of Claim Filed for amounts due under the Collective Bargaining Agreement shall be considered satisfied by the agreement and obligation to assume and Cure in the ordinary course as provided herein. On the Effective Date, any Proofs of Claim Filed with respect to the Collective Bargaining Agreement shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court. The occurrence of the Effective Date shall not be deemed to result in an accelerated payment event or a "good reason" or other constructive termination event for purposes of any Debtor compensation or benefit plans, but such exception shall not apply in respect of any employment agreements.

~~If the Sale occurs, to the extent the Collective Bargaining Agreement has not already been assumed and assigned to the Purchaser, terminated, or otherwise expired, the Collective Bargaining Agreement shall terminate in accordance with its terms as of or after the Effective Date. To the extent any such termination constitutes rejection of the Collective Bargaining Agreement, such rejection shall be made in accordance with sections 1113 and 1114 of the Bankruptcy Code.~~

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

Unless otherwise provided in this Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and 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 this 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.

I. Reservation of Rights.

Nothing contained in this Plan shall constitute an admission by the Debtors that any contract or lease is in fact an Executory Contract or Unexpired Lease or that any of the Debtors or the Post-Effective Date Debtors have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Post-Effective Date Debtors, as applicable, shall have forty-five (45) days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease under this 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.

K. Contracts and Leases Entered Into After the Petition Date.

Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, will be performed by the applicable Debtors or the Post-Effective Date Debtors liable thereunder in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

**ARTICLE VI.
PROVISIONS GOVERNING DISTRIBUTIONS**

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in this Plan, on the Effective Date (or, if a Claim, Equity Interest, or Intercompany Interest is not an Allowed Claim, Equity Interest, or Intercompany Interest on the Effective Date, on the date that such Claim, Equity Interest, or Intercompany Interest becomes an Allowed Claim, Equity Interest, or Intercompany Interests, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim, Equity Interest, or Intercompany Interest, shall receive the full amount of the distributions that this Plan provides for Allowed Claims, Equity Interests, or Intercompany Interests (as applicable) in the applicable Class. In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in ~~Article VII~~Article VII hereof. Except as otherwise provided in this Plan, Holders of Claims, Equity Interests, or Intercompany Interests shall not be entitled to interest, dividends, or accruals on the distributions provided for in this Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

B. Disbursing Agent.

All distributions under this Plan shall be made by the Disbursing Agent on the Effective Date or at such other time as provided for in this Plan. The Disbursing 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 Disbursing Agent is so otherwise ordered, all costs and expenses of procuring any such bond or surety shall be borne by the Post-Effective Date Debtors.

C. Rights and Powers of Disbursing Agent.

1. Powers of the Disbursing Agent.

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

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 Disbursing Agent on or after the Effective Date (including taxes), and any reasonable compensation and expense reimbursement claims (including reasonable attorney fees and expenses), made by the Disbursing Agent shall be paid in Cash by the Post-Effective Date Debtors.

D. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Record Date for Distribution.

On the Distribution Record Date, (i) the Claims Register and (ii) the loan registers maintained by each of the Agents, respectively, shall each be deemed 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 or such loan registers as of the close of business on the Distribution Record Date.

2. Delivery of Distributions in General.

Except as otherwise provided in this Plan, the Disbursing Agent shall make distributions to Holders of Allowed Claims, Equity Interests, or Intercompany Interests as of the Distribution Record Date, or, if applicable, to such Holder's designee, as appropriate: (a) at the address for each such Holder as indicated on the Debtors' records as of the Distribution Record Date; (b) to the signatory set forth on any Proof of Claim Filed by such Holder or other representative identified therein (or at the last known addresses of such Holder if no Proof of Claim is Filed or if the Debtors have not been notified in writing of a change of address); (c) at the addresses set forth in any written notices of address changes delivered to the Post-Effective Date Debtors, the applicable Disbursing Agent after the date of any related Proof of Claim; or (d) on any counsel that has appeared in the Chapter 11 Cases on the Holder's behalf; *provided* that the manner of such distributions shall be determined at the discretion of the Post-Effective Date Debtors. Subject to this Article VI and Article IV-E, distributions under this Plan on account of Allowed Claims, Equity Interests, or Intercompany Interests shall not be subject to levy, garnishment, attachment, or like legal process, so that each Holder of an Allowed Claim, Equity Interest, or Intercompany Interest shall have and receive the benefit of the distributions in the manner set forth in this Plan. The Debtors, the Post-Effective Date Debtors, the Disbursing Agent, and the Agents, as applicable, shall not incur any liability whatsoever on account of any distributions under this Plan except for fraud, gross negligence, or willful misconduct.

All distributions to Holders of Allowed DIP Claims or Allowed Funded Debt Claims shall be deemed to be made by the applicable Agent. Regardless of whether such distributions are made by such Agent or by the Disbursing Agent at the reasonable discretion of such Agent or otherwise, any applicable charging lien shall attach to the property to be distributed to Holders of Allowed DIP Claims or Holders of Allowed Funded Debt Claims in the same manner as if such distributions were made through the applicable Agent.

3. Minimum Distributions.

No fractional shares of Reorganized Equity shall be distributed and no Cash shall be distributed in lieu of such fractional shares. When any distribution pursuant to this Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of Reorganized Equity that is not a whole number, the actual distribution shall be rounded as follows: (a) fractions of one-half ($\frac{1}{2}$) or greater shall be rounded to the next higher whole number, and (b) fractions of less than one-half ($\frac{1}{2}$) shall be rounded to the next lower whole number with no further payment therefore. The total number of authorized shares of Reorganized Equity to be distributed under this Plan shall be adjusted as necessary to account for the foregoing rounding.

Holders of Allowed Claims entitled to distributions of \$50 (whether Cash, Reorganized Equity, or otherwise) or less in aggregate shall not receive distributions, and each such Claim shall be discharged pursuant to Article ~~IX~~IV and its Holder is forever barred from asserting that Claim against the Debtors or the Post-Effective Date Debtors, as applicable, or their property.

4. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder of Allowed Claims, Equity Interests, or Intercompany Interests, as applicable, is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of ninety (90) days from the Effective Date. After such date, all unclaimed property or interests in property shall revert to the Post-Effective Date Debtors automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheatment, abandoned property, or unclaimed property Laws to the contrary), and the Claim, Equity Interest, or Intercompany Interest of any Holder related to such property or interest in property shall be discharged and forever barred. The Post-Effective Date Debtors and the Disbursing Agent shall have no obligation to attempt to locate a Holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings.

5. Surrender of Canceled Instruments or Securities.

On the Effective Date or as soon as reasonably practicable thereafter, each holder of a certificate or instrument evidencing a Claim, Equity Interest, or Intercompany Interest that has been cancelled in accordance with Article ~~IV~~IV.Q hereof shall be deemed to have surrendered such certificate or instrument to the Disbursing Agent. Such surrendered certificate or instrument shall be cancelled solely with respect to the Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis-à-vis one another with respect to such certificate or instrument, including with respect to any indenture or agreement that governs the rights of the Holder of a Claim, Equity Interest, or Intercompany Interest, which shall continue in effect for purposes of allowing holders to receive distributions under this Plan, charging liens, priority of payment, and indemnification rights. Notwithstanding anything to the contrary herein, this paragraph shall not apply to certificates or instruments evidencing Claims that are Reinstated under this Plan.

E. *Manner of Payment.*

Except as set forth herein, all distributions of Reorganized Equity to the Holders of applicable Allowed Claims under this Plan shall be made by the Disbursing Agent on behalf of the Debtors or Post-Effective Date Debtors, as applicable.

Any distributions of Cash to the Holders of the applicable Allowed Claims under this Plan shall be made by the Disbursing Agent on behalf of the applicable Debtor or Post-Effective Date Debtor.

At the option of the Disbursing Agent any Cash payment to be made hereunder may be made by check or wire transfer or as otherwise required or provided by other applicable agreements.

F. Compliance with Tax Requirements.

In connection with this Plan, to the extent applicable, any applicable withholding or reporting agent shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, and all distributions made pursuant to this Plan shall be subject to such withholding and reporting requirements. Notwithstanding any provision in this Plan to the contrary, any applicable withholding or reporting agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under this 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 Debtors and the Post-Effective Date Debtors reserve the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, Liens, and encumbrances.

G. Allocations.

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest.

H. No Postpetition Interest on Claims.

Unless otherwise specifically provided for in this Plan, the DIP Orders, or the Confirmation Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any Claims, and no Holder of a Claim 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 Disputed Claim, if and when such Disputed Claim becomes an Allowed Claim.

I. Foreign Currency Exchange Rate.

Except as otherwise provided in a Bankruptcy Court 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)*, on the Effective Date.

J. Setoffs and Recoupment.

Except as expressly provided in this Plan, each Post-Effective Date Debtor may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any Plan Distributions to be made on account of any Allowed Claim, any and all claims, rights, and Causes of Action that such Post-Effective Date Debtor may hold against the Holder of such Allowed Claim to the extent such setoff or recoupment (other than for the DIP Claims held by the DIP Lenders) is either (i) agreed in amount among the relevant Post-Effective Date Debtor(s) and Holder of the Allowed Claim or (ii) otherwise adjudicated by the Bankruptcy Court or another court of competent jurisdiction; *provided* that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by a Post-Effective Date Debtor or its successor of any and all claims, rights, and Causes of Action that such Post-Effective Date Debtor or its successor may possess against the applicable Holder. In no event shall any Holder of Claims against or Equity Interests or Intercompany Interests in one or more of the Debtors be entitled to recoup any such Claim, Equity Interest, or Intercompany Interest against any claim, right, or Cause of Action of the Debtors or the Post-Effective Date Debtors, as applicable, unless such Holder has provided notice of such recoupment in writing to the Debtors in accordance with ~~Article XIII.G~~[Article XII.G](#) of this Plan on or before the Effective Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

K. *Claims Paid or Payable by Third Parties.*

1. Claims Paid by Third Parties.

The Debtors, or the Post-Effective Date Debtors, ~~or the Plan Administrator~~ as applicable, shall reduce in full a Claim, and such Claim shall be Disallowed without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or a Post-Effective Date Debtor, as applicable. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Post-Effective Date Debtor, as applicable, on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the applicable Post-Effective Date Debtor, ~~or the Plan Administrator, as applicable,~~ to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the date of any such distribution under this Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the applicable Post-Effective Date Debtor, ~~or Plan Administrator, as applicable,~~ annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the fourteen (14)-day grace period specified above until the amount is fully repaid.

2. Claims Payable by Third Parties.

No distributions under this 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 or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction or otherwise settled), then immediately upon such Insurers' satisfaction, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in this Plan, payments to Holders of Claims covered by Insurance Policies shall be in accordance with the provisions of any applicable Insurance Policy. Notwithstanding anything to the contrary contained herein (including Article III), nothing shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any Entity may hold against any other Entity, including Insurers, under any Insurance Policies, nor shall anything contained herein constitute or be deemed a waiver by such Insurers of any rights or defenses, including coverage defenses, held by such Insurers.

~~ARTICLE VII-~~
~~THE PLAN ADMINISTRATOR~~

~~The following provisions shall apply only if a Wind Down occurs and a Plan Administrator is appointed.~~

~~A. *The Plan Administrator.*~~

~~The powers of the Plan Administrator shall include any and all powers and authority to implement this Plan and wind down the business and affairs of the Debtors and Wind Down Debtors, including: (a) making distributions under this Plan; (b) liquidating, receiving, holding, investing, supervising, and protecting the assets of the Post Effective Date Debtors to be administered by the Plan Administrator; (c) taking all steps to execute all instruments and documents necessary to effectuate the distributions to be made under this Plan; (d) making distributions from the Wind Down Debtor Account to facilitate the Wind Down; (e) establishing and maintaining bank accounts in the name of the Wind Down Debtors; (f) subject to the terms set forth herein, employing, retaining, terminating, or replacing professionals to represent it with respect to its responsibilities or otherwise effectuating this Plan to the extent necessary; (g) paying all reasonable fees, expenses, debts, charges, and liabilities of the Wind Down Debtors; (h) except as otherwise provided for herein, enforcing and prosecuting claims, interests, rights, and privileges under the Retained Causes of Action on the Schedule of Retained Causes of Action in accordance with~~

~~Article IV; (i) administering and paying taxes of the Wind Down Debtors, including filing tax returns; (j) representing the interests of the Wind Down Debtors or the Estates before any taxing authority in all matters, including any action, suit, proceeding, or audit; and (k) exercising such other powers as may be vested in it pursuant to order of the Bankruptcy Court or pursuant to this Plan, the Confirmation Order, or any applicable orders of the Bankruptcy Court or as the Plan Administrator reasonably deems to be necessary and proper to carry out the provisions of this Plan.~~

~~The filing of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Plan Administrator.~~

~~The Plan Administrator may resign at any time upon thirty (30) days' written notice delivered to the Bankruptcy Court; provided that such resignation shall only become effective upon the appointment of a permanent or interim successor Plan Administrator in accordance with the Plan Administrator Agreement. Upon its appointment, the successor Plan Administrator, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor (as set forth in the Plan Administrator Agreement) and all responsibilities of the predecessor Plan Administrator relating to the Wind Down Debtors in the Plan Administrator Agreement shall be terminated.~~

~~1. Plan Administrator Rights and Powers.~~

~~The Plan Administrator shall retain and have all the rights, powers, and duties necessary to carry out his responsibilities under this Plan and as otherwise provided in the Confirmation Order. The Plan Administrator shall be the exclusive trustee of the assets of the Wind Down Debtors for the purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estates appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code.~~

~~2. Retention of Professionals.~~

~~The Plan Administrator shall have the right to retain the services of attorneys, accountants, and other professionals that, at the discretion of the Plan Administrator, are necessary to assist the Plan Administrator in the performance of their duties for the Wind Down Debtors. The reasonable fees and expenses of such professionals, if applicable, shall be paid from the Wind Down Debtor Account upon the monthly submission of statements to the Plan Administrator. The payment of the reasonable fees and expenses of the Wind Down Debtors' retained professionals shall be made in the ordinary course of business from the Wind Down Debtor Account and shall not be subject to the approval of the Bankruptcy Court.~~

~~3. Compensation and Expenses of the Plan Administrator.~~

~~The Plan Administrator's post Effective Date compensation will be set forth in the Plan Supplement and paid out of the Wind Down Debtor Account. Except as otherwise ordered by the Bankruptcy Court, the fees and expenses incurred by the Plan Administrator on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement Claims (including attorney fees and expenses) made by the Plan Administrator in connection with such Plan Administrator's duties shall be paid without any further notice to, or action, order, or approval of, the Bankruptcy Court in Cash from the Wind Down Debtor Account if such amounts relate to any actions taken hereunder.~~

~~4. Plan Administrator Expenses.~~

~~All costs, expenses, and obligations incurred by the Plan Administrator or the Wind Down Debtors in administering this Plan or in effecting distributions thereunder (including the reimbursement of reasonable expenses), including any costs, expenses, or obligations in any manner connected, incidental, or related thereto, shall be paid from the Wind Down Debtor Account.~~

~~The Debtors and the Plan Administrator, as applicable, shall not be required to give any bond or surety or other security for the performance of their duties unless otherwise ordered by the Bankruptcy Court. However, in~~

~~the event that the Plan Administrator is so ordered after the Effective Date, all costs and expenses of procuring any such bond or surety shall be paid for with Cash from the Wind Down Debtor Account.~~

~~*B. Tax Returns.*~~

~~From and after the Effective Date, the Plan Administrator shall complete and file all final or otherwise required federal, state, and local tax returns for each of the Debtors reflecting all tax consequences relating to the activities of the Post-Effective Date Debtors as attributable to and for the account of the Debtors, and, pursuant to section 505(b) of the Bankruptcy Code, may request an expedited determination of any unpaid tax liability of such Debtor or its Estate for any tax incurred during the administration of such Debtor's Chapter 11 Case, as determined under applicable tax laws.~~

~~*C. Dissolution of the Wind Down Debtors.*~~

~~Upon a certification to be Filed with the Bankruptcy Court by the Plan Administrator of all distributions having been made and completion of all its duties under this Plan and entry of a final decree closing the last of the Chapter 11 Cases, the Wind Down Debtors shall be deemed to be dissolved without any further action by the Wind Down Debtors, including the filing of any documents with the secretary of state for the state in which the Wind Down Debtors is formed or any other jurisdiction. The Plan Administrator, however, shall have authority to take all necessary actions to dissolve the Wind Down Debtors in and withdraw the Wind Down Debtors from the applicable state(s).~~

~~ARTICLE VII.~~
~~ARTICLE VIII.~~
**PROCEDURES FOR RESOLVING CONTINGENT,
UNLIQUIDATED, AND DISPUTED CLAIMS**

A. Disputed Claims Process.

The Debtors, ~~the Wind Down Debtors, and the Plan Administrator~~ shall have the authority to (i) determine, without the need for notice to or action, order, or approval of the Bankruptcy Court, that a Claim subject to any Proof of Claim that is Filed is Allowed and (ii) File, settle, compromise, withdraw, or litigate to judgment any objections to Claims as permitted under this Plan. **Except as otherwise provided herein, all Proofs of Claim Filed after the applicable claims bar date shall be Disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against any Debtor or Post-Effective Date Debtor, as applicable, without the need for any objection by the Debtor or Post-Effective Date Debtor, as applicable, or any further notice to or action, order, or approval of the Bankruptcy Court.**

If the Debtors, or the Post-Effective Date Debtors, ~~or the Plan Administrator~~, as applicable, dispute any Impaired Claim that is not Allowed as of the Effective Date pursuant to Article III.B or a Final Order entered by the Bankruptcy Court (which may include the Confirmation Order), the Debtors, or the Post-Effective Date Debtors, ~~or the Plan Administrator~~, as applicable, shall file an objection with, and the dispute shall be determined, resolved, or adjudicated before, the Bankruptcy Court.

B. Allowance of Claims.

After the Effective Date and subject to the terms of this Plan, each of the Post-Effective Date Debtors shall have and retain any and all rights and defenses the applicable Debtor had with respect to any Claim, Equity Interest, or Intercompany Interest immediately prior to the Effective Date. The Debtors may affirmatively determine to deem Unimpaired Claims Allowed to the same extent such Claims would be allowed under applicable non-bankruptcy law. Except as expressly provided in this Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under this Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including the Confirmation Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim.

Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or Disputed, and for which no Proof of Claim is or has been timely Filed, or that is not or has not been Allowed by this Plan or a Final Order is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court.

C. Estimation of Claims, Equity Interests, and Intercompany Interests.

Before or after the Effective Date, the Debtors or the Post-Effective Date Debtors, as applicable, may (but are not required to), at any time, request that the Bankruptcy Court estimate any Disputed Claim, Equity Interest, or Intercompany Interest that is contingent or unliquidated pursuant to applicable law, including pursuant to section 502(c) of the Bankruptcy Code, for any reason, regardless of whether any party previously has objected to such Disputed Claim, Equity Interest, or Intercompany Interest 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 such Disputed Claim, Equity Interest, or Intercompany Interest, including during the litigation of any objection to any Disputed Claim, Equity Interest, or Intercompany Interest or during the pendency of any appeal relating to such objection. Notwithstanding any provision otherwise in this Plan, a Disputed Claim, Equity Interest, or Intercompany Interest that has been expunged from the Claims Register 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, unless otherwise ordered by the Bankruptcy Court. In the event the Bankruptcy Court estimates any contingent or unliquidated Claim, Equity Interest, or Intercompany Interest, that estimated amount shall constitute a maximum limitation on such Claim, Equity Interest, or Intercompany Interest for all purposes under this Plan (including for purposes of distributions) and may be used as evidence in any supplemental proceedings, and the Debtors or the Post-Effective Date Debtors, as applicable, may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Disputed Claim, Equity Interest, or Intercompany Interest that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise 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 fourteen days after the date on which such Disputed Claim, Equity Interest, or Intercompany Interest is estimated.

D. Claims Administration Responsibilities.

Except as otherwise specifically provided in this Plan, after the Effective Date, the Post-Effective Date Debtors, ~~or the Plan Administrator, as applicable,~~ shall have the sole authority to: (i) File, withdraw, or litigate to judgment, objections to Claims, Equity Interests, or Intercompany Interests; (ii) settle or compromise any Disputed Claim, Equity Interest, or Intercompany Interest without any further notice to or action, order, or approval by the Bankruptcy Court; and (iii) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court. For the avoidance of doubt, except as otherwise provided herein, from and after the Effective Date, each Post-Effective Date Debtor ~~or the Plan Administrator~~ shall have and retain any and all rights and defenses such Debtor had immediately prior to the Effective Date with respect to any Disputed Claim, Equity Interest, or Intercompany Interest, including the Causes of Action retained pursuant to this Plan.

E. Time to File Objections to Claims.

Any objections to Claims shall be Filed on or before the applicable Claims Objection Deadline, as such deadline may be extended from time to time.

F. Adjustment to Claims, Equity Interests, or Intercompany Interests without Objection.

Any duplicate Claim, Equity Interest, or Intercompany Interest or any Claim, Equity Interest, or Intercompany Interest that has been paid, satisfied, amended, or superseded may be adjusted or expunged on the Claims Register by the Post-Effective Date Debtors, without the Post-Effective Date Debtors having to File an application, motion, complaint, objection, or any other legal proceeding seeking to object to such

Claim, Equity Interest, or Intercompany Interest and without any further notice to or action, order, or approval of the Bankruptcy Court.

G. Disputed and Contingent Claims Reserve.

On or after the Effective Date, the Post-Effective Date Debtors may establish one or more reserves for Claims that are contingent or have not yet been Allowed, in an amount or amounts as reasonably determined by the Post-Effective Date Debtors consistent with the Proof of Claim Filed by the applicable Holder of such Disputed Claim. Following the final resolution of all Disputed Claims, any residual amounts in such reserve(s) shall constitute residual Cash and be immediately distributed to the Post-Effective Date Debtors.

H. Disallowance of Claims.

All Claims of any Entity from which property is sought by the Debtors, ~~or the Post-Effective Date Debtors, or the Plan Administrator,~~ as applicable, under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors, ~~or the Post-Effective Date Debtors, or the Plan Administrator,~~ as applicable, allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) shall be Disallowed pursuant to section 502(d) of the Bankruptcy Code if: (1) the Entity, on the one hand, and the Debtors, ~~or the Post-Effective Date Debtors, or the Plan Administrator,~~ as applicable, on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferees liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or Final Order.

Except as provided herein or otherwise agreed to by the Post-Effective Date Debtors ~~or the Plan Administrator, as applicable,~~ any and all Proofs of Claim Filed after the applicable bar date shall be deemed Disallowed as of the Effective Date without further notice to or action, order, or approval of the Bankruptcy Court, and Holders of such Claims may not receive any distributions on account of such Claims, unless on or before the Confirmation Hearing such late Claims has been deemed timely Filed by the Final Order.

I. Amendments to Proofs of Claim.

On or after the Effective Date, a Proof of Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Post-Effective Date Debtors, and any such new or amended Proof of Claim Filed that is not authorized before it is Filed shall be deemed Disallowed in full and expunged without any further action, order, or approval of the Bankruptcy Court absent prior Bankruptcy Court approval or agreement by the Post-Effective Date Debtors; *provided* that the foregoing shall not apply to Administrative Claims or claims Filed by Governmental Units.

J. Distributions Pending Allowance.

Notwithstanding any other provision of this Plan, if any portion of a Claim, Equity Interest, or Intercompany Interest is Disputed, no payment or distribution provided under this Plan shall be made on account of such Claim, Equity Interest, or Intercompany Interest unless and until such Disputed Claim, Equity Interest, or Intercompany Interest becomes an Allowed Claim, Equity Interest, or Intercompany Interest.

K. Distributions After Allowance.

To the extent that a Disputed Claim, Equity Interest, or Intercompany Interest ultimately becomes an Allowed Claim, Equity Interest, or Intercompany Interest, distributions (if any) shall be made to the Holder of such Allowed Claim, Equity Interest, or Intercompany Interest in accordance with the provisions of this Plan. As soon as reasonably practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Allowed Claim, Equity Interest, or Intercompany Interest the distribution (if any) to which such Holder is entitled under this Plan as of the

Effective Date, without any interest, dividends, or accruals to be paid on account of such Claim, Equity Interest, or Intercompany Interest unless required under applicable bankruptcy law.

~~ARTICLE IX~~
**ARTICLE VI
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

A. Discharge of Claims and Termination of Interests and Intercompany Interests.

Pursuant to section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan, the Confirmation Order, or in any contract, instrument, or other agreement or document created or entered into pursuant to this Plan or the Confirmation Order, including the Plan Supplement and Definitive Documents, the distributions, rights, and treatment that are provided in this Plan shall be in complete satisfaction and discharge, effective as of the Effective Date, of Claims (including any Intercompany Claims resolved or compromised after the Effective Date by the Post-Effective Date Debtors), Equity Interests, Intercompany Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Equity Interests and Intercompany Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims, Equity Interests, or Intercompany Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims, Equity Interests, or Intercompany Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (i) a Proof of Claim based upon such debt or right is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (ii) a Claim or Interest based upon such debt or right is Allowed pursuant to section 502 of the Bankruptcy Code; or (iii) the Holder of such a Claim or Interest has accepted this Plan. Except as otherwise provided herein, any default or “event of default” by the Debtors or their non-Debtor Affiliates with respect to any Claim or Interest existing immediately prior to on account of the filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. Unless expressly provided in this Plan, the Confirmation Order shall be a judicial determination of the discharge of all Claims (other than any Reinstated Claims), Equity Interests, and Intercompany Interests (other than any Intercompany Interests that are Reinstated), subject to the occurrence of the Effective Date, except as otherwise specifically provided in this Plan, or in any contract, instrument, or other agreement or document created or entered into pursuant to this Plan.

B. Release of Liens.

Except as otherwise specifically provided in this Plan, the Confirmation Order, the Takeback Term Loan Facility Documents, the Exit RCF Facility Documents, the ~~Sale Order (if any), the DIP Orders (solely with respect to the RCF Reserve Account in connection with the Wind Down)~~, or in any contract, instrument, release, or other agreement or document created pursuant to this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to this Plan and, in the case of a Secured Claim or any related claim that may be asserted against a non-Debtor Affiliate, in satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to Reinstate in accordance with this Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates or any non-Debtor Affiliate shall be fully released and discharged, and all of the right, benefit, title, and interest of any Holder (and the applicable Agents of such Holder) of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert and, as applicable, be reassigned, surrendered, reconveyed, or retransferred to the Post-Effective Date Debtors and their successors and assigns. The Holders of such Secured Claim or claim against a non-Debtor Affiliate (and the applicable agents for such Holders) shall be authorized and directed, at the sole cost and expense of the Post-Effective Date Debtors, to release any collateral or other property of any Debtor or non-Debtor Affiliate (including any Cash Collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder) and to take such actions as may be reasonably requested by the Debtors or Post-Effective Date Debtors, as applicable, to evidence the release of such Liens, including the execution, delivery, and filing or recording of such releases. The presentation or filing of the Confirmation Order to or with any federal, state,

provincial, or local agency, records office, or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

C. Releases by the Debtors.

Except as otherwise specifically provided in this Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, as of the Effective Date, each Released Party is deemed, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by and on behalf of each and all of the Debtors, their Estates, and the Post-Effective Date Debtors 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 all Avoidance Actions), whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, their Estates, and the Post-Effective Date Debtors, whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or herein-after arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively), or on behalf of the Holder of any Claim against, or Equity Interest or Intercompany Interest in, a Debtor or other Entity, or that any Holder of any Claim against or Equity Interest or Intercompany Interest in a Debtor or other Entity could have asserted on behalf of the Debtors based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof or otherwise), the purchase, sale, or rescission of any Security of the Debtors or the Post-Effective Date Debtors, the Restructuring Transactions, the Chapter 11 Cases, the Debtors' in- or out- of- court restructuring efforts, the subject matter of, or the transactions or events giving rise to, any Claim, Equity Interest, or Intercompany Interest that is treated in this Plan, the business or contractual arrangements or interaction between or among any Debtor and any Released Party, the distribution of any Cash or other property of the Debtors to any Released Party, the assertion of or enforcement of rights or remedies against the Debtors, the restructuring of any Claim, Equity Interest, or Intercompany Interest before or during the Chapter 11 Cases, including, but not limited to, the sale and marketing efforts related thereto, intercompany transactions between or among the Debtors or between the Debtors and their non-Debtor Affiliates, the Restructuring Support Agreement, the STG Distribution Credit Agreement, the Reception Purchaser Credit Agreement, the Equipment Financings, the DIP Facility, the DIP Orders, the DIP Documents, the Takeback Term Loan Facility, the Takeback Term Loan Facility Documents, the Exit RCF Facility, the Exit RCF Facility Documents, the ~~Sale (if any), the Sale Documents (if any), the~~ 2024 Equity Transactions, the 2024 Refinancing Transactions, the Disclosure Statement Order, the Confirmation Order, the First Day Pleadings, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, this Plan, the Plan Supplement, 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 Facility, this Plan, or the Plan Supplement, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the Investigation, the Equipment Financings, the administration and implementation of this Plan, including the issuance or distribution of Securities pursuant to this Plan, or the distribution of property under this Plan or any other related agreement under the Restructuring Transactions, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party or Entity under this Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, (ii) any Causes of Action specifically retained by the Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement, or (iii) any Cause of Action

related to any act or omission that is determined by a Final Order of a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, 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 the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including, the Released Parties' contribution to facilitating the Restructuring Transactions and implementing this Plan; (2) a good faith settlement and compromise of the Claims and Causes of Action released by the Debtor Release; (3) in the best interests of the Debtors, their Estates, and all Holders of Claims, Equity Interests, and Intercompany Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for a hearing; and (6) a bar to any of the Debtors, the Post-Effective Date Debtors, or the Debtors' Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

D. Releases by Holders of Claims, Equity Interests, and Intercompany Interests.

Except as otherwise specifically provided in this Plan or the Confirmation Order, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, as of the Effective Date, each Releasing Party is deemed to have, hereby conclusively, absolutely, unconditionally, irrevocably and forever released and discharged each Debtor, Post-Effective Date Debtor, and Released Party from any and all Claims and Causes of Action (including all Avoidance Actions), whether known or unknown, including any derivative claims asserted or assertable on behalf of the Debtors, the Post-Effective Date Debtors, and their Estates (as applicable) whether liquidated or unliquidated, fixed, or contingent, matured, or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or herein-after arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that such Holders or their Estates, Affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert in their own right (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof or otherwise), the purchase, sale, or rescission of any Security of the Debtors or the Post-Effective Date Debtors, the Restructuring Transactions, the Chapter 11 Cases, the subject matter of, or the transactions or events giving rise to, any Claim, Equity Interest, or Intercompany Interest that is treated in this Plan, the business or contractual arrangements or interaction between or among any Debtor and any Released Party, the distribution of any Cash or other property of the Debtors to any Released Party, the assertion of or enforcement of rights or remedies against the Debtors, the restructuring of any Claim, Equity Interest, or Intercompany Interest before or during the Chapter 11 Cases, the Debtors' in- or out-of-court restructuring efforts, including, but not limited to, the sale and marketing efforts related thereto, intercompany transactions between or among the Debtors or between the Debtors and their non-Debtor Affiliates, the Restructuring Support Agreement, the STG Distribution Credit Agreement, the Reception Purchaser Credit Agreement, the Equipment Financings, the DIP Facility, the DIP Orders, the DIP Documents, the Takeback Term Loan Facility, the Takeback Term Loan Facility Documents, the Exit RCF Facility, the Exit RCF Facility Documents, the ~~Sale (if any), the Sale Documents (if any), the 2024 Equity Transactions, the 2024 Refinancing Transactions, the Disclosure Statement Order, the Confirmation Order, the First Day Pleadings, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, this Plan, the Plan Supplement, the Restructuring Transactions, any contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the DIP Facility, this Plan, or the Plan Supplement, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the Investigation, the Equipment Financings, the administration and implementation of this Plan, including the issuance or distribution of securities pursuant to this Plan, or the distribution of property under this 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. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any post-Effective Date obligations of any party~~

or Entity under this Plan, any Restructuring Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement this Plan, (ii) any Causes of Action specifically retained by the Debtors pursuant to a schedule of retained Causes of Action to be attached as an exhibit to the Plan Supplement, (iii) any indemnification rights and obligations under the Prepetition Debt Documents, or (iv) any Cause of Action related to any act or omission that is determined by a Final Order of a court of competent jurisdiction to have constituted actual fraud or willful misconduct.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, 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 the Third-Party Release is: (1) consensual; (2) essential to the Confirmation of this Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contribution to facilitating the Restructuring Transactions and implementing this Plan; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for a hearing; and (8) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release.

Without limiting the foregoing, from and after the Effective Date, any Entity that votes to accept this Plan or that is given the opportunity to opt into the releases contained in this Plan and exercises such opportunity to opt into the releases may not assert any claim, Claim, or other Cause of Action against any Released Party based on or relating to, or in any manner arising from, in whole or in part, the Debtors. From and after the Effective Date, any such Entity may not assert any claim or other Cause of Action against any Released Party for which it is asserted or implied that such claim or Cause of Action is not subject to the releases contained in this Plan without first obtaining a Final Order from the Bankruptcy Court (a) determining, after notice and a hearing, that such claim or Cause of Action is not subject to the releases contained in this Plan and (b) specifically authorizing such Person or Entity to bring such claim or Cause of Action against any such Released Party. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a claim or Cause of Action constitutes a direct or derivative claim, is colorable and, only to the extent legally permissible and as provided for in this Plan, the Bankruptcy Court shall have jurisdiction to adjudicate the underlying claim or Cause of Action.

E. Exculpation.

Except as otherwise expressly provided in this Plan or the Confirmation Order, to the fullest extent permitted by applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, this Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, the filing of the Chapter 11 Cases, the negotiation and pursuit of the Restructuring Support Agreement, the Definitive Documents, the Plan Supplement, the participation in the DIP Facility, the participation in Takeback Term Loan Facility, the Exit RCF Facility, the participation in the ~~Sale (if any), the participation in the 2024 Equity Transactions, the participation in the 2024 Refinancing Transactions,~~ the pursuit of Confirmation, the pursuit of Consummation, the Investigation, the Equipment Financings, the administration and implementation of this Plan, including the issuance of securities pursuant to this Plan, or the distribution of property under this Plan or any other related agreement. The Exculpated Parties have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation of votes and distribution of consideration pursuant to this 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 this Plan or such distributions made pursuant to this Plan, including the issuance of Securities thereunder. The exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable Law or rules protecting such Exculpated Parties from liability.

The Exculpated Parties have, and upon Consummation of this 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 this 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 this Plan or such distributions made pursuant to this Plan.

F. Injunction.

To the fullest extent permissible under applicable law, Except as otherwise specifically provided in this Plan or for obligations issued or required to be paid pursuant to this Plan or the Confirmation Order, all Entities who have held, hold, or may hold Claims, Causes of Action, Equity Interests, or Intercompany Interests that have been released, discharged, or settled, or are subject to exculpation under this Plan are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Causes of Action, Claims, Equity Interests, or Intercompany Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Causes of Action, Claims, Equity Interests, or Intercompany Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the Estates of such Entities on account of or in connection with or with respect to any such Causes of Action, Claims, Equity Interests, or Intercompany Interests; (d) 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, in each case, on account of or in connection with or with respect to any such Causes of Action, Claims, Equity Interests, or Intercompany Interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Causes of Action, Claims, Equity Interests, or Intercompany Interests released or settled pursuant to this Plan.

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

No Person or Entity may commence or pursue a Claim or Cause of Action of any kind against the Debtors, the Post-Effective Date Debtors, the Exculpated Parties, or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action released, discharged, settled, or that is subject to exculpation pursuant to this Plan, without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind, and (ii) specifically authorizing such Person or Entity to bring such Claim or Cause of Action against any such Debtor, Post-Effective Date Debtor, Exculpated Party, or Released Party.

G. Protections Against Discriminatory Treatment.

Consistent with section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Entities, including Governmental Units, shall not discriminate against the Post-Effective Date Debtors, 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 Post-Effective Date Debtors, or another Entity with

whom the Post-Effective Date Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

H. Document Retention.

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

I. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution 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 allowance or disallowance, such Claim shall be forever Disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (i) such Claim has been adjudicated as non-contingent or (ii) the Holder of the relevant 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.

J. DIP Indemnity.

Notwithstanding anything to the contrary herein or in the Confirmation Order, ~~in the event of a Recapitalization Transaction,~~ nothing herein or in the Confirmation Order shall have the effect of releasing, discharging, or compromising any rights of any DIP Secured Party or their Related Persons (as defined in the DIP Credit Agreement) (in any capacity) arising under, related to, or in connection with any rights, Claims, or Causes of Action in respect of the DIP Indemnity; ~~provided that, in the event of a Credit Bid, the DIP Indemnity shall be assumed by the Purchaser.~~

~~ARTICLE IX~~ **ARTICLE X.**
CONDITIONS PRECEDENT TO CONSUMMATION OF THE PLAN

A. Conditions Precedent to the Effective Date.

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

1. the Restructuring Support Agreement shall not have been terminated as to the Consenting FLFO Term Lenders or the Consenting FLFO RCF Lenders and shall be in full force and effect and no termination event thereunder shall have occurred and remain occurring;
2. the Bankruptcy Court shall have entered the Final DIP Order and such order shall not have been stayed, modified, or terminated and the DIP Facility shall not have been terminated or the loans thereunder accelerated;
3. the Restructuring Transactions shall have been implemented in accordance with the Restructuring Steps Plan in all material respects;
4. all actions, documents, certificates, and agreements necessary to implement this Plan shall (i) have been effected or executed and delivered to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws and (ii) be in full force and effect;
5. the Bankruptcy Court shall have entered the Disclosure Statement Order, which order shall be in full force and effect and such orders shall not have been stayed, modified, or vacated on appeal;

6. the Bankruptcy Court shall have entered the Confirmation Order, which shall be in full force and effect and not be subject to appeal or stay ~~(except an appeal with respect to the Litigation Condition, the Allocation Condition, or the Reorganized Debtor Indemnity)~~, and shall:

- (a) authorize the Debtors or Post-Effective Date Debtors, as applicable, to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with this Plan;
- (b) decree that the provisions in the Confirmation Order and the Plan are nonseverable and mutually dependent;
- (c) authorize the Debtors or Post-Effective Date Debtors, as applicable, to take all actions applicable or necessary to (i) implement the Restructuring Transactions, (ii) ~~in the event of a Recapitalization Transaction,~~ distribute the Reorganized Equity pursuant to the exemption from registration under the Securities Act provided by section 1145 of the Bankruptcy Code or other exemption from such registration or pursuant to one or more registration statements, (iii) make all distributions and issuances as required under the Plan, including, ~~in the event of a Recapitalization Transaction, the~~ Takeback Term Loans, the Exit RCF Facility, and Reorganized Equity, and (iv) enter into any agreements, transactions, and sales of property as set forth in the Plan Supplement;
- ~~(d) to the maximum extent allowable by applicable law, include the Litigation Condition;~~
- ~~(e) provide for the Allocation Condition;~~
- (d) ~~(f)~~ authorize the implementation of this Plan in accordance with the terms hereof; ~~and~~
- (e) ~~(g)~~ provide that, pursuant to section 1146 of the Bankruptcy Code, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, or assignments executed in connection with any disposition or transfer of assets contemplated under this Plan, shall not be subject to any stamp, real estate transfer, mortgage recording, or other similar tax; and
- (f) approve the Reception Purchaser Settlement pursuant to Bankruptcy Rule 9019;

7. all milestones shall have been met or waived in accordance with the terms of the Restructuring Support Agreement;

8. ~~in the event of a Recapitalization Transaction, the~~ Takeback Term Loan Facility Documents, the Exit RCF Facility Documents, and the New Governance Documents (inclusive of the Reorganized Debtor Indemnity), as applicable, shall have been executed (or deemed executed) and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived;

9. ~~in the event of a Recapitalization Transaction,~~ the Reorganized Equity shall have been issued;

10. the Debtors shall have obtained all authorizations, consents, regulatory or governmental approvals, rulings, actions, documents, or other agreements that are necessary to implement and effectuate this Plan, if applicable, and each of the other Restructuring Transactions;

11. all professional fees and expenses of retained professionals required to be approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay such fees and expenses after the Effective Date shall have been placed in the Professional Fee Escrow Account pending approval by the Bankruptcy Court;

12. all accrued and unpaid Restructuring Expenses shall be paid on or prior to the Effective Date;
13. the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been Filed;
14. the Plan Supplement, the Definitive Documents, this Plan, and all schedules, documents, supplements, and exhibits thereto, the Takeback Term Loan Facility, and the Exit RCF Facility, as applicable, shall have become effective and shall be in full force and effect;
15. the Definitive Documents, including all schedules, documents, and exhibits contained in the Plan Supplement, shall (i) be consistent with the Restructuring Support Agreement, (ii) have been executed (or deemed executed) and delivered by each party thereto, and any conditions precedent related thereto shall have been satisfied or waived by the applicable party or parties, and (iii) be adopted on terms consistent with the Restructuring Support Agreement;
16. there shall not have been instituted or threatened or be pending any material action, proceeding, application, claim, counterclaim, or investigation (whether formal or informal) (or there shall not have been any material adverse development to any action, application, claim, counterclaim, or proceeding currently instituted, threatened, or pending) before or by any court, governmental, regulatory, or administrative agency or instrumentality, foreign or domestic, or by any other person, foreign or domestic, in connection with the Restructuring Transactions, ~~other than the Non-Participating Holder Litigation; and;~~
17. the Plan Supplement shall have been Filed; ~~and~~ and
18. the Reception Purchaser Settlement shall have been substantially consummated, including the payment of the Reception Purchaser Settlement Amount.

B. Waiver of Conditions.

The conditions to the Effective Date set forth in this ~~Article X~~ Article IX may be waived in whole or in part at any time by the Debtors only with the prior written consent (email shall suffice) of the Consenting Stakeholders (provided that the conditions set forth in clauses 12 and 18 of Article IX.A shall not be waived without the prior written consent (email shall suffice) of Antares Capital, LP and, solely with respect to clause 18, the Non-Participating Holders), without notice, leave, or order of the Bankruptcy Court or any formal action other than proceedings to confirm or consummate this Plan.

C. Effect of Failure of Conditions.

If Consummation does not occur, this Plan shall be null and void in all respects, and nothing contained in this Plan or the Disclosure Statement shall: (i) constitute a waiver or release by the Debtors of any Claims, Equity Interests, or Intercompany Interests; (ii) prejudice in any manner the rights of the Debtors, any Holders of Claims, Equity Interests, or Intercompany Interests, or any other Entity; or (iii) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders of Claims, Equity Interests, or Intercompany Interests, or any other Entity in any respect; *provided* that all provisions of the Restructuring Support Agreement that survive termination thereof shall remain in effect in accordance with the terms thereof.

D. Substantial Consummation.

“Substantial Consummation” of this Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

~~ARTICLE XI~~
ARTICLE XII
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification and Amendments.

Except as otherwise specifically provided in this Plan, the Debtors reserve the right, with the prior written consent of (i) the Required Consenting FLFO RCF Lenders (solely with respect to any modification related to matters affecting the Consenting FLFO RCF Lenders), and (ii) the Required Consenting FLFO Term Lenders and subject to the consent rights set forth in the Restructuring Support Agreement, to modify this Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to those restrictions on modifications set forth in this Plan, and the requirements of section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and, to the extent applicable, sections 1122, 1123, and 1125 of the Bankruptcy Code, each of the Debtors expressly reserves its respective rights, with the prior written consent of the Required Consenting FLFO Term Lenders and subject to the consent rights set forth in the Restructuring Support Agreement, to revoke or withdraw, or to alter, amend, or modify, this Plan with respect to such Debtor, one or more times, after Confirmation and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify this Plan, or remedy any defect or omission or reconcile any inconsistencies in this Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of this Plan.

B. Effect of Confirmation on Modifications.

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

C. Revocation or Withdrawal of Plan.

To the extent permitted by the Restructuring Support Agreement, the Debtors reserve the right to revoke or withdraw this Plan prior to the Confirmation Date and to File subsequent plans of reorganization. If the Debtors revoke or withdraw this Plan, or if Confirmation or Consummation does not occur, then: (i) this Plan shall be null and void in all respects; (ii) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain of any claims by the Debtors, Claims, Equity Interest, or Intercompany Interest, or Class of Claims), assumption or rejection of Executory Contracts or Unexpired Leases effected under this Plan, and any document or agreement executed pursuant to this Plan, shall be deemed null and void; and (iii) nothing contained in this Plan shall (a) constitute a waiver or release of any Claims, Equity Interests, or Intercompany Interests, (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 XII~~
ARTICLE XIII
RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors, and this Plan as legally permissible, 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, Equity Interest, or Intercompany Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims, Equity Interests, or Intercompany Interests including equitable subordination or other subordination of any Claim, Equity Interest, or Intercompany Interest, as applicable, pursuant to 11 U.S.C. § 510;

2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or this Plan;

3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including the amount of Cure pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Post-Effective Date Debtors' amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, the Assumed Executory Contracts and Unexpired Leases List or the Rejected Executory Contracts and Unexpired Leases List; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims, Equity Interest, and Intercompany Interests (as applicable) are accomplished pursuant to the provisions of this Plan;

5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters and grant or deny any applications involving a Debtor that may be pending on the Effective Date;

6. adjudicate, decide, or resolve any and all matters related to sections 1141, 1145, and 1146 of the Bankruptcy Code;

7. enter and implement such orders as may be necessary to execute, implement, or consummate the provisions of this Plan and all contracts, instruments, releases, indentures, and other agreements or documents created or entered into in connection with this Plan, the Confirmation Order, the Disclosure Statement, the Plan Supplement, or the Restructuring Support Agreement;

8. enforce the terms and conditions of this Plan, the Confirmation Order, and the Definitive Documents and maintain the integrity of this Plan following Consummation;

9. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;

10. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of this Plan, including any action that is intended or is reasonably likely to directly or indirectly prevent, impede, hinder, adversely affect, and/or delay any of the Restructuring Transactions, or any actions or efforts of the Debtors or Post-Effective Date Debtors, as applicable, to consummate this Plan;

11. issue injunctions, enter and implement other orders, or take such other actions as may be necessary to restrain interference by any Entity with Consummation or enforcement of this Plan;

12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, discharges, and exculpations contained in this Plan, including under ~~Article IX~~ Article VIII hereof, whether arising prior to or after the Effective Date, and enter such orders as may be necessary or appropriate to implement such releases, injunctions, exculpations, and other provisions;

13. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by Holders of Claims, Equity Interests, or Intercompany Interests pursuant to Article VI.K hereof;

14. enter and implement such orders as are necessary if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

15. determine any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with this Plan or the Disclosure Statement, including the Restructuring Support Agreement;

16. enter an order or final decree concluding or closing the Chapter 11 Cases;

~~17. determine any matters related to, in connection with, or in any way associated with the Litigation Condition or the Allocation Condition;~~

17. ~~18.~~ adjudicate any and all disputes arising from or relating to distributions under this Plan or any transactions contemplated herein;

18. ~~19.~~ consider any modifications of this Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

19. ~~20.~~ determine requests for the payment of Claims, Equity Interests, or Intercompany Interests, as applicable, entitled to priority pursuant to section 507 of the Bankruptcy Code;

20. ~~21.~~ hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with this Plan;

21. ~~22.~~ hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

22. ~~23.~~ hear and determine all disputes involving the existence, nature, scope, or enforcement of any exculpations, discharges, injunctions, and releases granted in this Plan, including under ~~Article IX~~ Article VIII hereof;

23. ~~24.~~ enforce all orders previously entered by the Bankruptcy Court; ~~and~~

24. ~~25.~~ hear any other matter not inconsistent with the Bankruptcy Code; ~~and~~

25. hear and determine any matter related to, in connection with, or in any way associated with the Reception Purchaser Settlement, including enforcement of such settlement and as to any Non-Participating Holder Litigation or other Reception Purchaser Settlement Released Claims asserted in violation thereof.

As of the Effective Date, notwithstanding anything in this ~~Article XII~~ Article XI to the contrary, the New Governance Documents shall be governed by the jurisdictional provisions therein, and the Bankruptcy Court shall not retain jurisdiction with respect thereto.

~~ARTICLE XII~~ ARTICLE XIII. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect.

Subject to ~~Article X~~ Article IX hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of this Plan (including, for the avoidance of doubt, the Plan Supplement) shall be immediately effective and enforceable and deemed binding upon the Debtors, the ~~Post-Post~~ Post-Effective Date Debtors, and any and all Holders of Claims, Equity Interests, or Intercompany Interests (regardless of whether such Claims, Equity Interests, or Intercompany Interests have, or are deemed to have, accepted this Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in this Plan, each Entity acquiring property under this Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims ~~and~~ Equity

Interests, and Intercompany Interests shall be as fixed, adjusted, or compromised, as applicable, pursuant to this Plan regardless of whether any Holder of a Claim, Equity Interest, or Intercompany Interest has voted on this 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 to effectuate and further evidence the terms and conditions of this Plan and the Restructuring Support Agreement. The Debtors or the Post-Effective Date Debtors, as applicable, and all Holders of Claims, Equity Interests, or Intercompany Interests receiving distributions pursuant to this 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 this Plan.

C. Payment of Statutory Fees.

All monthly reports shall be Filed, and all fees due and payable pursuant to section 1930(a) of Title 28 of the United States Code shall be paid by each of the Debtors or the Post-Effective Date Debtors, as applicable, (or funded by the Post-Effective Date Debtors and disbursed by the Disbursing Agent on behalf of each of the ~~Post-Post~~ Post-Effective Date Debtors) on the Effective Date, and following the Effective Date, the Post-Effective Date Debtors (or funded by the Post-Effective Date Debtors and disbursed by the Disbursing Agent on behalf of each of the Post-Effective Date Debtors) shall pay such fees as they are assessed and come due for each quarter (including any fraction thereof) until such Post-Effective Date Debtor's Chapter 11 Case is converted, dismissed, or closed, whichever occurs first. The Post-Effective Date Debtors shall File quarterly reports in a form reasonably acceptable to the U.S. Trustee. Each of the Debtors and the Post-Effective Date Debtors are jointly and severally liable for the payment of quarterly fees and shall remain obligated to pay such quarterly fees to the U.S. Trustee and to File quarterly reports 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 required to file any Administrative Claims and shall not be treated as providing any release under this Plan.

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

On the Effective Date, the Committee and any other statutory committee appointed in these Chapter 11 Cases shall dissolve, and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases. The dissolution of the Committee does not limit the rights and obligation of the Committee and its Professionals to prepare and if necessary, defend, final fee applications for services rendered prior to the Effective Date. For the avoidance of doubt, any and all rights with respect to a Challenge (as defined in the Final DIP Order) shall be forever waived, released, and terminated upon the earlier of (a) the expiration of the Challenge Period (as defined in the Final DIP Order) or (b) the Effective Date. The Post-Effective Date Debtors, ~~and the Plan Administrator, as applicable,~~ shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to any statutory committees after the Effective Date.

E. Reservation of Rights.

Except as expressly set forth in this Plan, this Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order, and the Confirmation Order shall have no force or effect if the Effective Date does not occur. None of the Filing of this Plan, any statement or provision contained in this Plan, or the taking of any action by any Debtor with respect to this Plan or the Disclosure Statement shall be, or shall be deemed to be, an admission or waiver of any rights of any Debtor with respect to the Holders of Claims, Equity Interests, or Intercompany Interests prior to the Effective Date.

F. Successors and Assigns.

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

G. *Notices.*

All notices, requests, and demands to or upon the Debtors to be effective shall be in writing (including by email transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows:

1. if to the Debtors, to:

STG Logistics, Inc.
Attention: Geoff Anderman, Chief Executive Officer;
Chase Welsh, Chief Administrative Officer & General Counsel
E-mail address: geoff.anderman@stgusa.com
chase.welsh@stgusa.com

with copies to:

Kirkland & Ellis LLP
333 West Wolf Point Plaza
Chicago, IL 60654
Attention: Patrick J. Nash, Yusuf Salloum, Seth Sanders
E-mail address: patrick.nash@kirkland.com
yusuf.salloum@kirkland.com
seth.sanders@kirkland.com

2. if to the Ad Hoc Group, to:

Gibson Dunn and Crutcher, LLP
200 Park Avenue
New York, NY 10106
Attention: Scott J. Greenberg; Jason Zachary Goldstein; ~~Simon~~
~~Briefel~~Rob Fitzgerald
E-mail address: sgreenberg@gibsondunn.com
jgoldstein@gibsondunn.com
~~sbriefel~~rfitzgerald@gibsondunn.com

3. if to Wind Point, to:

Ropes & Gray LLP
191 North Wacker Drive, 32nd Floor
Chicago, IL US 60606-4302
Attention: Matthew Roose; Conor P. McNamara
E-mail address: matthew.roose@ropesgray.com;
conor.mcnamara@ropesgray.com

4. if to Oaktree/Duration, to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019-6064
Attention: Brian S. Hermann; Jacob A. Adlerstein; Xu Pang
E-mail address: bhermann@paulweiss.com;
jadlerstein@paulweiss.com;
xpang@paulweiss.com

After the Effective Date, the Post-Effective Date Debtors have authority to notify Entities that, in order to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Post-Effective Date Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Term of Injunctions or Stays.

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

I. Entire Agreement.

Except as otherwise indicated, this Plan (including, for the avoidance of doubt, the Plan Supplement) supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

J. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of this Plan as if set forth in full in this Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <https://dm.epiq11.com/STGLogistics> or the Bankruptcy Court's website at <https://www.njb.uscourts.gov>. To the extent any exhibit or document is inconsistent with the terms of this Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of this Plan shall control.

K. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court 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 this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (i) valid and enforceable pursuant to its terms; (ii) integral to this Plan and may not be deleted or modified without the Debtors' or Post-Effective Date Debtors' consent, as applicable; and (iii) nonseverable and mutually dependent.

L. Votes Solicited in Good Faith.

Upon entry of the Confirmation Order, the Debtors will be deemed to have solicited votes on this Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, managers, employees, advisors, and attorneys shall 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 this Plan and any previous plan, and, therefore, neither any of such parties nor individuals nor the Post-Effective Date Debtors will have any liability for the violation of any applicable law, rule, or regulation

governing the solicitation of votes on this Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under this Plan or any previous plan.

M. Closing of Chapter 11 Cases.

The Post-Effective Date Debtors shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

N. Waiver or Estoppel.

Each Holder of a Claim, Equity Interest, or Intercompany Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim, Equity Interest, or Intercompany 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 this Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court prior to the Confirmation Date.

~~[Remainder of page intentionally left blank.]~~

| Dated: ~~April~~May 14~~6~~6, 2026

STG Logistics, Inc.
on behalf of itself and all other Debtors

/s/ Tyler Holtgreven

Name: Tyler Holtgreven
Title: Chief Financial Officer