IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
LUCKY BUCKS, LLC, *et al.*,[1]	)	Case No. 23-10758 (KBO)
Debtors.	)	(Jointly Administered)

FIRST AMENDED JOINT CHAPTER 11 PLAN FOR LUCKY BUCKS, LLC AND LUCKY BUCKS HOLDCO, LLC

MILBANK LLP
Dennis F. Dunne (admitted *pro hac vice*)
Tyson Lomazow (admitted *pro hac vice*)
55 Hudson Yards
New York, New York 10001
Telephone: (212) 530-5000
Facsimile: (212) 530-5219
Email: DDunne@milbank.com
TLomazow@milbank.com

RICHARDS LAYTON & FINGER, P.A.
Russell C. Silberglied (No. 3462)
David T. Queroli (No. 6318)
Matthew P. Milana (No. 6681)
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Fax: (302) 651-7701
Email: silberglied @rlf.com
queroli@rlf.com

Proposed Co-Counsel to the
Debtors and Debtors in Possession

Dated: July 21, 2023

[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases"), along with the last four digits of each Debtor's federal identification number, include: (i) Lucky Bucks, LLC ("Lucky Bucks") (4376); (ii) Lucky Bucks HoldCo, LLC ("HoldCo and, together with Lucky Bucks, the "OpCo Debtors") (0081); and (iii) Lucky Bucks Holdings LLC ("Holdings") (3221). The Debtors' primary mailing address is 5820 Live Oak Parkway, Suite 300, Norcross, Georgia 30093.

TABLE OF CONTENTS

I. DEFINED TERMS AND RULES OF INTERPRETATION 1
- A. Defined Terms 1
- B. Rules of Interpretation 20
- C. Computation of Time 21
- D. Governing Law 21
- E. Reference to Monetary Figures 22
- F. Controlling Document 22
- G. Nonconsolidated Plan 22
- H. Consent Rights of the Consenting Parties and Consultation Rights of the Consenting RC Ad Hoc Group Lenders 22

II. unclassified CLAIMS 23
- A. Administrative Claims 23
- B. OpCo Professional Fee Claims 23
  - 1. Final Fee Applications and Payment of OpCo Professional Fee Claims 23
  - 2. OpCo Professional Fee Escrow Accounts 24
  - 3. OpCo Professional Fee Escrow Amounts 24
  - 4. Post-Effective Date Fees and Expenses 25
- C. OpCo Debtors' Restructuring Expenses 25
- D. OpCo DIP Claims 26
- E. Priority Tax Claims 26

III. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS 26
- A. Classification of Claims and Interests 26
- B. Treatment of Claims and Interests 27
  - 1. Classes 1B – OpCo Other Secured Claims 27
  - 2. Class 2B – OpCo Other Priority Claims 28
  - 3. Class 3B – Prepetition OpCo First Lien Claims 29
  - 4. Class 4B – OpCo General Unsecured Claims 29
  - 5. Class 5B – OpCo Section 510(b) Claims 30
  - 6. Class 6B – OpCo Intercompany Claims 30
  - 7. Class 7B – OpCo Intercompany Interests 31
  - 8. Class 8B – Existing OpCo Equity Interests 31
- C. Special Provision Governing Unimpaired Claims 31
- D. Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code 32
- E. Subordinated Claims 32
- F. Elimination of Vacant Classes 33
- G. Controversy Concerning Impairment 33

IV. MEANS FOR IMPLEMENTATION OF THE OPCO PLAN 33
- A. General 33
  - 1. General Settlement of Claims and Interests 33
  - 2. Restructuring Transactions 33
  - 3. Insurance Policies 34

4. Section 1146 Exemption ... 34
5. Cancellation of Securities and Agreements ... 35
6. Effectuating Documents; Further Transactions ... 35
7. Preservation of Causes of Action ... 35

B. Restructuring of the OpCo Debtors Effectuated Through the Sale Scenario ... 36
1. Closing of the Sale Transaction(s) ... 36
2. Wind-Down and Dissolution of the OpCo Debtors ... 37
3. The OpCo Plan Administrator ... 37
4. Vesting of Assets in the Wind-Down OpCo Debtor(s) or Purchaser(s) ... 40
5. Sources of Consideration for OpCo Plan Distributions. ... 40

C. Restructuring of the OpCo Debtors Effectuated Through a Stand-Alone Restructuring Transaction ... 40
1. The OpCo Exit Facility ... 40
2. Release of Liens ... 41
3. Sources of Consideration for OpCo Plan Distributions ... 41
4. Issuance of New Reorganized OpCo Debtor Equity; Section 1145 Exemption ... 42
5. Corporate Existence ... 43
6. New Organizational Documents ... 44
7. Vesting of Assets in the Reorganized OpCo Debtors ... 44
8. Directors, Managers, and Officers ... 45
9. Management Incentive Plan ... 45
10. Employee and Retiree Benefits ... 45
11. GLC and Other Regulatory Applications ... 45

V. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES ... 46
A. Assumption and Rejection of Executory Contracts and Unexpired Leases ... 46
1. In a Sale Scenario: ... 46
2. In a Stand-Alone Restructuring Scenario: ... 46

B. Approval of Assumption, Assignment and Rejection ... 47
C. Claims Based on Rejection of Executory Contracts or Unexpired Leases ... 47
D. Cure of Defaults for Executory Contracts and Unexpired Leases Assumed ... 48
E. Preexisting Obligations under Executory Contracts and Unexpired Leases. ... 48
F. Modifications, Amendments, Supplements, Restatements, or Other Agreements ... 49
G. Reservation of Rights ... 49
H. Nonoccurrence of the OpCo Plan Effective Date ... 49
I. Contracts and Leases Entered Into After the Petition Date ... 49

VI. PROVISIONS GOVERNING DISTRIBUTIONS ... 50
A. Timing and Calculation of Amounts to Be Distributed ... 50
B. Delivery of Distributions ... 50
1. Persons Responsible ... 50
2. Record Date for Distribution ... 50
3. Minimum Distributions ... 50
4. No Fractional Distributions ... 51

C. Distributions and Undeliverable or Unclaimed Distributions ... 51

D. Surrender of Cancelled Instruments or Securities 51
E. Compliance with Tax Requirements 51
F. Allocations 52
G. No Postpetition Interest on Claims 52
H. Foreign Currency Exchange Rate 52
I. Setoffs and Recoupment 52
J. Claims Paid or Payable by Third Parties 53
1. Claims Paid by Third Parties 53
2. Claims Payable by Third Parties 53

VII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS 53
A. Allowance of Claims 53
B. No Distributions Pending Allowance 54
C. Claims Administration Responsibilities 54
D. OpCo Disputed Claims Reserve 54
E. Estimation of Claims 54
F. Time to File Objections to Claims 55
G. Disallowance of Claims 55
H. Distributions After Allowance 55

VIII. RELEASES, INJUNCTION AND RELATED PROVISIONS 55
A. OpCo Plan Releases, Injunction and Related Provisions 55
1. Discharge of Claims and Termination of Interests in the OpCo Debtors 55
2. **Releases by the OpCo Debtors** 56
3. **Releases by Holders of Claims Against and Interests In the OpCo Debtors** 57
4. **Exculpation from Claims Relating to the OpCo Plan** 58
5. **Injunction** 58
B. Certain Exclusions 59
C. Protections Against Discriminatory Treatment 60
D. Document Retention 60
E. Term of Injunctions or Stays 60
F. Unknown Claims 60

IX. CONDITIONS PRECEDENT TO CONSUMMATION OF THE OPCO PLAN 61
A. [Reserved.] 61
B. Conditions Precedent to the Effective Date for the OpCo Plan 61
C. Waiver of Conditions 63
D. Substantial Consummation 63
E. Effect of Failure of Conditions 63

X. MODIFICATION, REVOCATION OR WITHDRAWAL OF THE OPCO PLAN 63
A. Sale Transaction(s) 63
B. Modification and Amendments 63
C. Effect of Confirmation on Modifications 64

D. Revocation or Withdrawal of Plan 64

XI. RETENTION OF JURISDICTION 64

XII. MISCELLANEOUS PROVISIONS 66
A. Immediate Binding Effect 66
B. Additional Documents 66
C. Payment of Statutory Fees 66
D. Statutory Committee and Cessation of Fee and Expense Payment 67
E. Reservation of Rights 67
F. Successors and Assigns 67
G. Notices 67
H. Entire Agreement 69
I. Exhibits 69
J. Non-Severability of OpCo Plan Provisions 69
K. Closing of Chapter 11 Cases 69
L. Conflicts 70

INTRODUCTION

The OpCo Debtors propose this OpCo Plan for the resolution of the outstanding Claims against and Interests in the OpCo Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used but not otherwise defined shall have the respective meanings ascribed to such terms in Article I.A of the OpCo Plan.

Holders of Claims and Interests should refer to the Disclosure Statement for a discussion of the Debtors' history, business, assets, results of operations, and historical financial information, projections, as well as a summary and description of the OpCo Plan and certain related matters. Each OpCo Debtor is a proponent of the OpCo Plan within the meaning of section 1129 of the Bankruptcy Code.

The Chapter 11 Cases are being jointly administered for procedural purposes only. Notwithstanding the foregoing, the OpCo Plan constitutes a separate plan for each OpCo Debtor, and each OpCo Debtor is a proponent of its own plan within the meaning of section 1129 of the Bankruptcy Code. For the avoidance of doubt, this OpCo Plan does not address the treatment of Claims against and Interests in Holdings.

The OpCo Debtors shall pursue Confirmation of the OpCo Plan and, if one or more Qualified Bidders are designated in accordance with the Bidding Procedures (to the extent filed), pursue the Sale Transaction(s) on a parallel path and implement such Sale Transaction(s) in connection with Confirmation and Consummation of the OpCo Plan. If one or more Successful Bidders is not designated pursuant to the Bidding Procedures and no Sale Transaction(s) are consummated by the applicable Sale Milestone or are otherwise terminated, not consummated, or not capable of being consummated, in each case, by the applicable outside sale date in accordance with the terms of the applicable Sale Transaction Documents, then the OpCo Debtors and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) shall seek to consummate the OpCo Plan without a Sale Transaction. If the Sale Transaction(s) are consummated, the Sale Proceeds shall be distributed in accordance with the OpCo Plan.

This OpCo Plan is consistent with the Restructuring Support Agreement, and all Consenting Parties are bound to support the OpCo Plan in accordance with the Restructuring Support Agreement.

All Holders of Claims entitled to vote on the OpCo Plan are encouraged to read the OpCo Plan and the Disclosure Statement in their entirety before voting to accept or reject the OpCo Plan.

I. DEFINED TERMS AND RULES OF INTERPRETATION

A. Defined Terms

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

"Ad Hoc Groups Advisors" means the TL Ad Hoc Group Advisors and the RC Ad Hoc Group Advisors.

"Ad Hoc Groups" means the TL Ad Hoc Group and the RC Ad Hoc Group.

"Administrative Claim" means a Claim entitled to priority for costs and expenses of administration of the applicable OpCo Debtor's Estate 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 applicable Estate and operating the businesses of the OpCo Debtors; (b) Allowed Professional Fee Claims in the applicable Chapter 11 Cases; (c) all fees and charges assessed against the applicable OpCo Debtors' Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930; (d) Adequate Protection Claims (as defined in the OpCo DIP Term Sheet); and (e) the Restructuring Expenses.

"Administrative Claims Bar Date" means the deadline for filing requests for payment of Administrative Claims (other than Adequate Protection Claims and Restructuring Expenses, which shall be paid in accordance with the OpCo DIP Orders and the OpCo Plan, as applicable), which shall be thirty (30) days after the OpCo Plan Effective Date, except as specifically set forth in the OpCo Plan or a Final Order.

"Affiliate" means, with respect to a particular Person, any other Person controlling, controlled by or under common control with such particular Person.

"Agent Advisor" means ArentFox Schiff LLP, as counsel to the Prepetition OpCo First Lien Agent.

"Allowed" means with respect to a Claim, except as otherwise provided herein: (a) a Claim in a liquidated amount as to which no objection has been Filed prior to or on the applicable objection deadline and that is either evidenced by a timely Filed Proof of Claim or that is not required to be evidenced by a Proof of Claim under the OpCo Plan, the Bankruptcy Code, or a Final Order; (b) to the extent the OpCo Debtors file Schedules, a Claim that is scheduled by the OpCo Debtors as neither disputed, contingent, nor unliquidated, and for which no Proof of Claim has been Filed in an unliquidated or different amount; or (c) a Claim that is deemed "Allowed" (i) pursuant to the OpCo Plan, (ii) in any stipulation approved by the Bankruptcy Court, (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection with the OpCo Plan, or (iv) by Final Order (including any Claim to which the OpCo Debtors had objected or which the Bankruptcy Court had allowed prior to such Final Order); provided, that with respect to a Claim described in clauses (a) through (c) above, such Claim shall be considered Allowed only if and to the extent no objection to the allowance of such Claim has been Filed within the applicable period of time fixed by the OpCo Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or if such an objection had been Filed, it was overruled and such Claim was Allowed by a Final Order; provided, further, that no Claim of any Person subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Person pays in full the amount that it owes to the applicable OpCo Debtor, Reorganized OpCo Debtor, or Wind-Down OpCo Debtor, as applicable.

"Assumed Executory Contracts and Unexpired Leases List" means the list compiled by the OpCo Debtors, with the consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), of Executory Contracts and Unexpired Leases that will be assumed by the Reorganized OpCo Debtors pursuant to the OpCo Plan, which list may be

amended from time to time with the consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

"Assumption and Assignment Procedures" has the meaning assigned to it in the Bidding Procedures Order, if applicable.

"Auction" means the auction, if any, for all or substantially all of (i) the OpCo Debtors' assets or (ii) equity in the Reorganized OpCo Debtors, conducted in accordance with the Bidding Procedures Order.

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

"Ballot" means a ballot for the acceptance or rejection of the OpCo Plan and for making an election with respect to the releases by holders of Claims and Interests provided by Article VIII of this OpCo Plan.

"Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as may be amended from time to time to the extent applicable to the Chapter 11 Cases.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware or any other court having jurisdiction over the Chapter 11 Cases.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of title 28 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court, each as it may exist on any relevant date to the extent applicable to the Chapter 11 Cases.

"Bidding Procedures" means, if applicable, the procedures governing the sale process with respect to any Sale Transaction(s), as approved by the Bankruptcy Court pursuant to the Bidding Procedures Order (as such procedures may be altered, amended, modified, or supplemented from time to time in accordance with their terms and otherwise in accordance with the Restructuring Support Agreement), which shall provide for the Sale Transaction(s) pursuant to the OpCo Plan and be reasonably acceptable to the OpCo Debtors and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

"Bidding Procedures Motion" means, if filed, the motion filed by the OpCo Debtors in the Chapter 11 Cases seeking approval of, among other things, the Bidding Procedures.

"Bidding Procedures Order" means, if applicable, that certain order of the Bankruptcy Court approving the relief sought in the Bidding Procedures Motion, the form and substance of which shall be reasonably acceptable to the OpCo Debtors and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

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

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

"Causes of Action" means, collectively, any and all Claims, interests, damages, remedies, demands, rights, actions, suits, claims, cross-claims, counterclaims, third-party claims, obligations, liabilities, defenses, offsets, powers, privileges, licenses, indemnities, guaranties, franchises, debts, liens, losses, costs (including attorneys' fees and costs of defense and investigation), expenses, controversies, assessments, penalties, fines, charges, promises, commitments, appeals, omissions, contingencies, sums of money, judgments, executions and causes of action of any kind, nature or character whatsoever (whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly, indirectly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise). Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and Claims under contracts or for breaches of duties imposed by applicable law; (b) the right to object to or otherwise contest Claims or Interests; (c) any Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code; (d) such Claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (e) any Claim under any state, federal or foreign law, including any fraudulent transfer or similar Claim or claim.

"Chapter 11 Case(s)" means, when used with reference to a particular Debtor, the case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and when used with reference to all of the Debtors, the jointly administered cases pending for the Debtors under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

"Claim" means any claim, as defined in section 101(5) of the Bankruptcy Code, against an OpCo Debtor, to the extent not paid during the course of the Chapter 11 Cases.

"Claims, Noticing, and Solicitation Agent" means Epiq Corporate Restructuring LLC, as the noticing, claims, and solicitation agent retained by the Debtors in the Chapter 11 Cases.

"Claims Register" means the official register of Claims maintained by the Claims, Noticing, and Solicitation Agent.

"Class" means a category of Claims or Interests established for the purposes of the OpCo Plan pursuant to section 1122(a) of the Bankruptcy Code.

"COAM" means "bona fide coin operated amusement machines" as defined in O.C.G.A. Title 50, Chapter 27, Article 3.

"Committee" means an official committee of unsecured creditors, if any, appointed by the Office of the United States Trustee for the District of Delaware in the Chapter 11 Cases.

"Confirmation" means entry of a Confirmation Order on the docket of the Chapter 11 Cases of the OpCo Debtors within the meaning of Bankruptcy Rules 5003 and 9021.

"Confirmation Date" means a date on which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases of the OpCo Debtors.

"Confirmation Hearing" means a hearing before the Bankruptcy Court at which the OpCo Debtors seek entry of the Confirmation Order.

"Confirmation Order" means the order of the Bankruptcy Court confirming the OpCo Plan pursuant to section 1129 of the Bankruptcy Code, including all exhibits, appendices, supplements and related documents, which shall be in form and substance reasonably acceptable to the OpCo Debtors and the Required Consenting Prepetition Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), and, absent repayment in full in Cash of the OpCo DIP Facility, the Required OpCo DIP Lenders, provided, that the Confirmation Order shall also be in form and substantive acceptable to the each of the Sponsors and Consultants, but only with respect to those provisions that directly affect any of such Persons.

"Consenting Lenders" means the OpCo DIP Lenders and the Consenting Prepetition Lenders.

"Consenting Parties" means the parties to the Restructuring Support Agreement.

"Consenting Prepetition Lenders" means the beneficial holders or investment advisors, sub-advisors, or managers of funds or discretionary accounts that hold term loans, revolving loans, and/or revolving commitments issued under the Prepetition OpCo First Lien Credit Agreement, in each case, that have executed and delivered counterpart signature pages to the Restructuring Support Agreement or executed a joinder or transfer agreement to the Restructuring Support Agreement.

"Consenting RC Ad Hoc Group Lenders" means those members of the RC Ad Hoc Group that are Consenting Lenders.

"Consultant Carve-out Group" means each of: Luck Holdings, TCFIII Luck SPV LP, a Delaware limited partnership, TCFIII Luck Acquisition LLC, a Delaware limited liability company, Southern Star Gaming, LLC, a Delaware limited liability company, Quantum Gaming Corp., a Delaware corporation, TCFIII Luck LP, a Delaware limited partnership, TCFIII Luck GP LLC, a Delaware limited liability company, Trive Capital Luck Blocker LLC, a Delaware limited liability company, Trive Capital Management LLC, a Delaware limited liability company, Trive Capital Holdings LLC, a Delaware limited liability company ("TCH"), each past, present and future investment vehicle, managed account or fund in which the general partner, member, manager or the like thereof or the investment manager or advisor thereto is directly or indirectly Controlled by TCH (each a "Trive Fund") (including Trive Capital Fund III LP, a Delaware limited partnership, and Trive Capital Fund III-A LP, a Delaware limited partnership), each past, present and future "portfolio company" of each Trive Fund (other than the Debtors), and each Related Party of each of the foregoing Persons (other than the Debtors and their respective Estates).

"Consultants" means each of Manu Sekhri, James Boyden, Shafik Kassam, Anil Damani, Ryan Bouskill, Hassan Ijaz, and Stephanie Polito; provided, that if any such Person has not signed the Restructuring Support Agreement on or prior to, or within Six (6) Business Days after, the

Petition Date, then such Person shall not be (i) a Consultant, (ii) entitled to receive or have the benefit of any release, exculpation, injunction, indemnification or insurance provisions in the OpCo Plan or any of the Definitive Documents in any respect (whether directly or indirectly as a Related Party of any Released Party or other Person) or (iii) provided any consent rights under the Restructuring Support Agreement or this Plan (it being expressly understood and agreed that all such Persons timely executed the Restructuring Support Agreement in accordance with the foregoing).

"Consummation" means the occurrence of the OpCo Plan Effective Date.

"Control" means, with respect to any Person, the possession, directly or indirectly, of the power to direct the management and policies of such Person whether through the ownership of voting securities, by contract or otherwise.

"Cure Amount" means the amount, 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 to such Executory Contract or Unexpired Lease) that is to be assumed by the OpCo Debtors (and, in a Sale Scenario, potentially assigned to the Purchaser(s)) pursuant to sections 365 or 1123 of the Bankruptcy Code).

"Debtors" means Lucky Bucks, HoldCo, and Holdings.

"Definitive Documents" means all documents implementing the OpCo Plan, which shall be consistent with the Restructuring Support Agreement (including the consent rights set forth therein), and shall include, as applicable and dependent upon the Restructuring Transactions actually implemented as determined in accordance with the Restructuring Support Agreement (including the Supplemental Implementation Term Sheet): (a) all pleadings filed by any Debtor in the Chapter 11 Cases (and related orders), including the First Day Pleadings and all proposed orders sought pursuant thereto; (b) the OpCo DIP Facility Documents, the OpCo DIP Motion, and the OpCo DIP Orders; (c) the OpCo Plan; (d) the Disclosure Statement; (e) the Solicitation Materials as they relate to the OpCo Plan and any motion seeking approval thereof; (f) the memorandum of law in support of approval of the Disclosure Statement and Confirmation of the OpCo Plan; (g) the Confirmation Order; (h) each of the documents comprising the Plan Supplement; (i) if applicable, the Bidding Procedures, the Bidding Procedures Motion, and Bidding Procedures Order; (j) if applicable, any Purchase Agreement(s) and the order or orders approving the sale or sales contemplated thereby; (k) the Plan Administrator Agreement(s); (l) the OpCo Exit Facility Documents; (m) the documentation relating to the Emergence Awards, as applicable; (n) the New Organizational Documents; (o) any and all filings with or notices to any governmental or regulatory authority, in each case, as may be required under applicable Law (including any filings with or notices to the GLC or otherwise as required pursuant to the rules of the GLC and/or any other applicable COAM Law or Gaming Law) in connection with the Chapter 11 Cases, the Restructuring Transactions, or the occurrence of the OpCo Plan Effective Date; and (p) any and all other deeds, agreements, filings, notifications, pleadings, orders, certificates, letters, or instruments or other documents relating to the Restructuring Transactions or reasonably desirable or necessary to consummate and document the Restructuring Transactions or the transactions contemplated by the Restructuring Support Agreement, including any agreements, instruments, pleadings, orders, and/or other documentation filed in the Chapter 11 Cases (including

any exhibits, annexes, schedules, amendments, modifications, or supplements made from time to time thereto in accordance with their terms).

"Disallowed" means, with respect to a Claim, a Claim (or portion thereof) that has been denied, dismissed, or overruled pursuant to the OpCo Plan or a Final Order.

"Disclosure Statement" means the disclosure statement for the OpCo Plan, including all exhibits and schedules thereto. For the avoidance of doubt, the Disclosure Statement contained information regarding a plan of liquidation for Holdings, which plan is being held in abeyance along with the Chapter 11 Case of Holdings pending the OpCo Plan Effective Date.

"Disputed" means, with respect to a Claim, (a) any such Claim to the extent neither Allowed nor Disallowed under the OpCo Plan or a Final Order or deemed Allowed under sections 502, 503 or 1111 of the Bankruptcy Code, or (b) any such Claim to the extent the applicable OpCo Debtors or any party in interest have interposed a timely objection to such Claim before the deadlines imposed by the Confirmation Order, which objection has not been withdrawn or determined by a Final Order. To the extent only the Allowed amount of a Claim is disputed, such Claim shall be deemed Allowed in the amount not disputed, if any, and Disputed as to the balance of such Claim.

"Disputed Claims Reserve" means, in the event one or more Sale Transaction(s) are consummated and an OpCo Plan Administrator is appointed for the OpCo Debtors, a Cash reserve established in accordance with Article VII.D of this Plan, in the amount equal to the aggregate amount that would be distributable to holders of Disputed Claims against the OpCo Debtors if such Disputed Claims were Allowed Claims on the OpCo Plan Effective Date.

"Distribution Date" means, except as otherwise set forth herein, the date or dates determined by the OpCo Debtors or Reorganized OpCo Debtors upon which the OpCo Debtors shall make distributions to the holders of Allowed Claims.

"DTC" means The Depository Trust Company, and any successors or assigns.

"Emergence Awards" means the awards that may be allocated on or prior to the OpCo Plan Effective Date as emergence grants to recruit individuals selected to serve in key senior management positions on or after the OpCo Plan Effective Date, subject to the terms and conditions, including, but not limited to, with respect to the form, allocated percentage of the MIP Pool, structure, and vesting, determined by, in each case, the Required Consenting Prepetition Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

"Estate" means the estate of a Debtor created under sections 301 and 541 of the Bankruptcy Code upon the commencement of the applicable Chapter 11 Case.

"Exculpated Parties" means (a) the OpCo Debtors; (b) the officers of each of the OpCo Debtors, the members of any board of managers of each OpCo Debtor, the managing member (or comparable governing body or Person) of each OpCo Debtor, in each case, who served in the OpCo Debtors' Chapter 11 Cases between the Petition Date and the OpCo Plan Effective Date;

(c) the Committee, if any, and its members, each in its capacity as such; and (d) all professionals retained by the OpCo Debtors in the OpCo Debtors' Chapter 11 Cases.

"Executory Contract" means a contract to which one or more of the OpCo Debtors is a party and that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

"Existing OpCo Equity Interests" means the Interests in the OpCo Debtors.

"File," "Filed," or "Filing" means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or, with respect to the filing of a Proof of Claim or request for allowance of an Administrative Claim, the Claims, Noticing, and Solicitation Agent.

"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 leave to appeal, or seek certiorari has expired and no appeal or petition for certiorari or motion for leave to appeal has been timely taken, or as to which any appeal that has been taken or any petition for certiorari or motion for leave to appeal that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari or leave to appeal could be sought or the new trial, reargument, leave to appeal, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice, 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.

"First Day Pleadings" means those certain motions, applications, and related pleadings filed by the Debtors on the Petition Date.

"First-Out Priority Exit Term Loans" means new money term loans provided under the OpCo Exit Facility in the principal amount of up to $43 million, as determined in accordance with the OpCo Exit Commitment Letter and Term Sheet.

"General Unsecured Claim" means any prepetition, general unsecured claim against one or more of the OpCo Debtors, excluding claims held by one or more Debtors, provided, however, that except for claims for any rejection damages arising under executory contracts set forth in Schedule 6.4(a) to the Restructuring Support Agreement, any Claims (i) on account of the OpCo Debtors' indemnification obligations in favor of any current or former employee, officer, director, Consultant, or independent contractor of the OpCo Debtors or (ii) of any equity holder of Holdings or any of their respective affiliates (other than Holdings itself) against the OpCo Debtors shall (w) be released pursuant to the OpCo Plan, (x) not be considered General Unsecured Claims under the OpCo Plan, (y) be deemed Disallowed under the OpCo Plan, and (z) receive no recovery under the OpCo Plan.

"GLC" means the Georgia Lottery Corporation or any successor thereto.

"Governance Documents" means, with respect to any Person that is an entity, such entity's organizational and governance documents, including its certificate or articles of incorporation, certificate of formation or certificate of limited partnership, its bylaws, limited liability company agreement, operating agreement, or limited partnership agreement, and any indemnification agreements, stockholders agreements, or registration rights agreements (or equivalent governing documents of any of the foregoing).

"Governmental Regulatory Authority" means the GLC or any similar body or agency exercising governmental power or authority in the State of Georgia, in each case, having jurisdiction over the Debtors.

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

"HoldCo" means Lucky Bucks HoldCo, LLC.

"Holdings" means Lucky Bucks Holdings LLC.

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

"Interest" means the rights of the holders of the common stock, membership interests or other equity interests issued by an OpCo Debtor and outstanding immediately prior to the Petition Date, and any options, warrants or other rights with respect thereto, or any other instruments evidencing an ownership interest in the applicable OpCo Debtor and the rights of any Person to purchase or demand the issuance of any of the foregoing.

"Lender Equity Allocation" means 35% of the New Reorganized OpCo Debtor Equity that shall be allocated to the lenders receiving the First-Out Priority Exit Term Loans on a Pro Rata basis.

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

"Luck Holdings" means TCFIII Luck Holdings LLC.

"Lucky Bucks" means Lucky Bucks, LLC.

"MIP" means an equity incentive plan, becoming effective on or after the OpCo Plan Effective Date, providing for the issuance, from time to time, of equity and equity-based awards with respect to the New Reorganized OpCo Debtor Equity, as approved by the New Board.

"MIP Pool" means a pool of up to 8-10% of the value of the New Reorganized OpCo Debtor Equity on a fully diluted basis, as of the OpCo Plan Effective Date, reserved for issuance pursuant to the MIP, including Emergence Awards, if any.

"New Board" means, in a Stand-Alone Restructuring Scenario or a Sale Scenario involving a Plan Sponsor, the respective board of managers or member managers, as applicable, of the Reorganized OpCo Debtors immediately following the occurrence of the OpCo Plan Effective Date, to be appointed in accordance with the OpCo Plan and the New Organizational Documents.

"New Organizational Documents" means, collectively, the Governance Documents of the Reorganized OpCo Debtors, which shall be determined by and be acceptable in form and substance solely to the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

"New Reorganized OpCo Debtor Equity" means the equity interests in the Reorganized OpCo Parent, to be issued on the OpCo Plan Effective Date.

"Non-Trive Sponsor" means Lucky Bucks Ventures, Inc.

"OpCo Compensation and Benefits Programs" means all employment and severance agreements and policies, and all employment, consulting, wages, compensation, and benefit plans and policies, workers' compensation programs, savings plans, retirement plans, deferred compensation plans, supplemental executive retirement plans, healthcare plans, disability plans, severance benefit plans, incentive and retention plans, programs, and payments, life and accidental death and dismemberment insurance plans and programs, for all employees and consultants of the OpCo Debtors, and all amendments and modifications thereto, applicable to the OpCo Debtors' current and former employees, consultants, non-employee directors and managers, in each case existing with the OpCo Debtors as of immediately prior to the OpCo Plan Effective Date.

"OpCo Debtors" means Lucky Bucks and HoldCo, together.

"OpCo DIP Agent" means Wilmington Savings Fund Society, FSB, in its capacity as agent under the OpCo DIP Facility.

"OpCo DIP Claims" means all Claims of the OpCo DIP Lenders and the OpCo DIP Agent derived from, based upon, relating to, or arising under the OpCo DIP Facility and Final OpCo DIP Order.

"OpCo DIP Facility" means the senior secured debtor in possession financing facility for the OpCo Debtors, consisting of (i) up to $20.5 million of new money term loans; and (ii) up to $61.5 million of existing term loans outstanding under the Prepetition OpCo First Lien Credit Agreement that are converted on a dollar-for-dollar basis into term loans under the OpCo DIP Facility.

"OpCo DIP Lenders" has the meaning set forth in the Restructuring Support Agreement.

"OpCo DIP Motion" means the motion Filed by the OpCo Debtors in the Chapter 11 Cases seeking approval of the OpCo DIP Facility, the form and substance of which shall be reasonably acceptable to the OpCo Debtors and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

"OpCo DIP Orders" means the OpCo Interim DIP Order and the OpCo Final DIP Order.

"OpCo DIP Term Sheet" means that certain term sheet for the OpCo DIP Facility attached to the Restructuring Support Agreement as Exhibit C.

"OpCo Distribution Record Date" means, (i) if the Sale Transaction(s) are consummated, seven (7) days prior to the OpCo Plan Effective Date; (ii) if the Sale Transaction(s) are not Consummated, ten (10) Business Days after the date the OpCo Debtors file a notice of consummation of a Stand-Alone Restructuring Transaction on the docket of the applicable Chapter 11 Cases; or (iii) such other date as agreed upon among the OpCo Debtors and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

"OpCo Exit Facility" means a new first lien term loan facility for the Reorganized OpCo Debtors on the same material terms and conditions as set forth in the OpCo Exit Term Sheet attached as Exhibit D to the Restructuring Support Agreement (as such terms may be modified subject to the consent rights set forth in the Restructuring Support Agreement).

"OpCo Exit Facility Credit Agreement" means the definitive credit agreement governing the OpCo Exit Facility, which shall be on terms and conditions determined by and acceptable in form and substance solely to the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

"OpCo Exit Facility Commitment Letter and Term Sheet" means that certain Senior Secured Exit Facility commitment letter and attached term sheet, a copy of which is attached as Exhibit D to the Restructuring Support Agreement.

"OpCo Exit Facility Documents" means, collectively, the OpCo Exit Facility Commitment Letter and Term Sheet, the OpCo Exit Facility Credit Agreement, and all other agreements, documents, and instruments to be delivered or entered into in connection therewith, including any guarantee agreements, pledge and collateral agreements, intercreditor agreements, and other security documents, in each case, on terms and conditions determined by, and in form and substance acceptable solely to the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

"OpCo Exit Term Loans" means those loans available under the OpCo Exit Facility in the aggregate principal amount of up to $104.5 million.

"OpCo Final DIP Order" means the order of the Bankruptcy Court approving the OpCo DIP Facility on the final basis, the form and substance of which shall be acceptable to the OpCo Debtors and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

"OpCo Intercompany Claim" means any Claim against an OpCo Debtor held by another Debtor.

"OpCo Intercompany Interest" means an Interest in an OpCo Debtor held by another OpCo Debtor.

"OpCo Interim DIP Order" means the Bankruptcy Court order approving the OpCo DIP Facility, on an interim basis, the form and substance of which shall be acceptable to the OpCo Debtors and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

"OpCo Plan" means this first amended joint prepackaged plan of reorganization as it pertains to the OpCo Debtors, including any supplements and exhibits hereto, as it and they may be altered, amended, modified, or supplemented from time to time in accordance with their terms.

"OpCo Plan Administrator" means, in the event of a Sale Transaction that results in one or more Wind-Down OpCo Debtors, the Person, or any successor thereto, selected by the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) to administer such Wind-Down OpCo Debtor(s), which will have all powers and authority set forth in Article IV.B.3 of the OpCo Plan.

"OpCo Plan Administrator Agreement" means, in the event of a Sale Transaction that results in one or more Wind-Down OpCo Debtors, the agreement between the OpCo Plan Administrator and the OpCo Debtors regarding the administration of such Wind-Down OpCo Debtor(s)' assets and other matters related to their applicable Estate(s), which shall be Filed as part of the Plan Supplement.

"OpCo Plan Effective Date" means the date that is the first Business Day after the Confirmation Date on which (i) no stay of the Confirmation Order is in effect and (ii) all conditions precedent to the occurrence of the OpCo Plan Effective Date set forth in Article IX.B of the OpCo Plan have been satisfied or waived in accordance with Article IX.C of the OpCo Plan. The OpCo Debtors shall file a notice of the occurrence of the OpCo Plan Effective Date on the docket of these Chapter 11 Cases.

"OpCo Professional Fee Claim" means a Professional Fee Claim against the OpCo Debtors in respect of compensation for services rendered or reimbursement of expenses incurred on behalf of OpCo Debtors or in connection with the OpCo Debtors' Chapter 11 Cases.

"OpCo Professional Fee Escrow Account" means an interest-bearing Cash account funded by the OpCo Debtors with Cash on the OpCo Plan Effective Date in the OpCo Professional Fee Escrow Amount in accordance with Article II.B of the OpCo Plan and the OpCo DIP Orders, which shall be allocated to the OpCo Debtors' Estates.

"OpCo Professional Fee Escrow Amount" means the aggregate amount of OpCo Professional Fee Claims and other fees and expenses that the Professionals estimate they have incurred or will incur in rendering services to the OpCo Debtors prior to and as of the OpCo Plan Effective Date, which estimates shall be delivered by the Professionals to the OpCo Debtors and the Required Consenting Lenders as set forth in Article II.B.3 of the OpCo Plan, and which shall be allocated to the OpCo Debtors' Estates.

"OpCo Section 510(b) Claim" means any Claim against the applicable OpCo Debtor arising from or related to Existing OpCo Equity Interests having the same priority as Existing OpCo Equity Interests pursuant to section 510(b) of the Bankruptcy Code.

"Other Priority Claim" means any unsecured Claim other than an Administrative Claim or a Priority Tax Claim entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

"Other Secured Claim" means any secured Claim against any applicable OpCo Debtor, other than the OpCo DIP Claims and the Prepetition OpCo First Lien Claims.

"Person" means an individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company, unlimited liability company, professional corporation, government or any agency or political subdivision thereof or any other entity.

"Petition Date" means June 8, 2023.

"Plan Sponsor" means, solely in connection with a Plan Sponsor Alternative, a third party provider of equity financing for the OpCo Debtors' restructuring.

"Plan Sponsor Alternative" means Sale Transaction(s) whereby a Plan Sponsor provides equity financing and acquires all or a portion of the New Reorganized OpCo Debtor Equity.

"Plan Supplement" means the compilation of documents and forms of documents, schedules and exhibits (or substantially final forms thereof), in each case (1) subject to the terms and provisions of the Restructuring Support Agreement (including the consent rights set forth therein), as may be altered, amended, modified, or supplemented from time to time through and including the OpCo Plan Effective Date in accordance with the terms of the OpCo Plan and the Restructuring Support Agreement and in accordance with the Bankruptcy Code and the Bankruptcy Rules and (2) as applicable and dependent upon the Restructuring Transactions actually implemented as determined in accordance with the Restructuring Support Agreement (including the Supplemental Implementation Term Sheet), including the following documents: (a) the New Organizational Documents; (b) to the extent known, the identities of the members of the New Board; (c) the Schedule of Retained Causes of Action; (d) the Assumed Executory Contracts and Unexpired Leases List; (e) the OpCo Exit Facility Documents; (f) the form of the OpCo Plan Administrator Agreement; (g) the form of the Purchase Agreement(s), if applicable; and (h) any and all other documentation that is contemplated by the OpCo Plan.

"Prepetition OpCo First Lien Agent" means Wilmington Savings Fund Society, FSB, as successor administrative and collateral agent under the Prepetition OpCo First Lien Credit Agreement.

"Prepetition OpCo First Lien Claims" means any Claim for principal, *plus* accrued and unpaid interest as of the Petition Date, fees, premiums, and other obligations, amounts, and expenses of the Prepetition OpCo First Lien Lenders and the Prepetition OpCo First Lien Agent derived from, based upon, relating to, or arising under the Prepetition OpCo First Lien Credit Agreement.

"Prepetition OpCo First Lien Credit Agreement" means that certain Credit Agreement, dated as of July 30, 2021 (as amended by the Incremental Facility Amendment No. 1, dated as of October 12, 2021, the Incremental Facility Amendment No. 2, dated as of October 27, 2021, the Amendment No. 3 to Credit Agreement, dated as of March 31, 2023, the Amendment No. 4 to Credit Agreement, dated as of April 6, 2023, the Amendment No. 5 to Credit Agreement, dated as of April 29, 2023, the Amendment No. 6 to Credit Agreement, dated as of May 5, 2023, the

Amendment No. 7 to Credit Agreement, dated as of May 15, 2023, the Amendment No. 8 to the Credit Agreement, dated as of May 17, 2023, the Amendment No. 9 to the Credit Agreement, dated as of May 22, 2023, the Amendment No. 10 to the Credit Agreement, dated as of May 24, 2023, the Amendment No. 11 to the Credit Agreement, dated as of May 30, 2023, the Amendment No. 12 to the Credit Agreement, dated as of June 6, 2023, and as may be altered, amended, modified, or supplemented from time to time in accordance with its terms prior to the date hereof, consisting of (i) a revolving credit facility due 2026 and (ii) a first-lien term loan facility due 2027.

"Prepetition OpCo First Lien Lenders" means the lenders under the Prepetition OpCo First Lien Credit Agreement.

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

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

"Professional" means any Person: (a) retained pursuant to a Final Order of the Bankruptcy Court 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.

"Professional Fee Claims" means 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.

"Proof of Claim" means a written proof of Claim Filed against an OpCo Debtor in the Chapter 11 Cases.

"Purchase Agreement(s)" means, if applicable, an asset purchase agreement(s) or equity purchase agreement(s) in form and substance acceptable to the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) and as approved by the Bankruptcy Court, that, among other things, (a) does not have any financing or diligence contingency, (b) demonstrates that the Purchaser(s) has the wherewithal to close the subject Sale Transaction(s), and (c) provides that closing thereunder shall occur on or before the applicable Sale Milestone.

"Purchaser(s)" means, if applicable, one or more third-party Persons (including, if applicable, a Plan Sponsor) selected to purchase all or substantially all of (a) the OpCo Debtors' assets or (b) the New Reorganized OpCo Debtor Equity, in each case, in accordance with the Bidding Procedures Order.

"Qualified Bid" means, if applicable, an offer to purchase all or substantially all of the OpCo Debtors' assets or all or a portion of the equity interests in the Reorganized OpCo Debtors that complies in all respects with the Bidding Procedures (unless otherwise agreed by the OpCo

Debtors and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders)) or a credit bid by the Required OpCo DIP Lenders of OpCo DIP Claims and/or Required Consenting Prepetition Lenders of Prepetition OpCo First Lien Claims for all or substantially all of the OpCo Debtors' assets or equity interests in the Reorganized OpCo Debtors.

"Qualified Bidder" means, if applicable, a party that timely submits a Qualified Bid in accordance with the Bidding Procedures.

"RC Ad Hoc Group" means that certain ad hoc group of holders of Prepetition OpCo First Lien Claims that hold revolving loans under the RC Facility and are represented by the RC Ad Hoc Group Advisors.

"RC Ad Hoc Group Advisors" means Latham & Watkins LLP and one local counsel.

"RC Facility" means the revolving credit facility due 2026 under the Prepetition OpCo First Lien Credit Agreement.

"Reinstated" means, with respect to a Claim or an Interest, that such Claim or Interest shall be rendered Unimpaired under the OpCo Plan in accordance with section 1124(2) of the Bankruptcy Code.

"Related Party" means, each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such equity interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of any Person), accountants, investment bankers, representatives, and other professionals and advisors, and any such Person's respective successors, assigns, heirs, executors, estates, and nominees.

"Released Party" means each of: (a) the OpCo Debtors and their Estates; (b) the officers of each of the OpCo Debtors, the members of any board of managers of each OpCo Debtor, the managing members (or comparable governing bodies or Persons) of each OpCo Debtor, and employees of each OpCo Debtor; (c) the OpCo DIP Lenders and the OpCo DIP Agent; (d) the Consenting Prepetition Lenders; (e) the Prepetition OpCo First Lien Lenders; (f) the Prepetition OpCo First Lien Agent; (g) the Sponsors; (h) the Consultants; (i) all holders of Claims or Interests that (A) vote to accept the OpCo Plan; (B) vote to reject the OpCo Plan and do not elect to opt out of the releases contained in Article VIII of the OpCo Plan; or (C) are Unimpaired and do not timely File an objection to the releases contained in Article VIII of the OpCo Plan that is not resolved before Confirmation; (j) in the event of one or more Sale Transaction(s), each Purchaser and the OpCo Plan Administrator (if applicable); (k) the Committee and its members, if any, each in its capacity as such; and (l) each Related Party of each Person in clauses (a) through clause (k), in each case, solely in its capacity as such; provided, however, that (i) no Person (other than the OpCo Debtors and the employees of each of the OpCo Debtors) shall be a Released Party unless such Person is also a Releasing Party hereunder and (ii) without limiting the immediately preceding

clause (i) and without limiting any Related Party of any Person, Holdings itself shall not constitute a Released Party; provided further, that if any Person that otherwise would qualify as a Sponsor or Consultant has not signed the Restructuring Support Agreement on or prior to, or within six (6) Business Days after, the Petition Date, then such Person shall not be a Released Party in any capacity (it being expressly understood and agreed that all such Persons timely executed the Restructuring Support Agreement in accordance with the foregoing).

"Releasing Party" means, in its capacity as such, each of: (a) the officers of each of the OpCo Debtors, the members of any board of managers of each OpCo Debtor and the managing members (or comparable governing bodies or Persons) of any OpCo Debtor; (b) the OpCo DIP Lenders and the OpCo DIP Agent; (c) the Consenting Prepetition Lenders; (d) the Prepetition OpCo First Lien Lenders; (e) the Prepetition OpCo First Lien Agent; (f) the Sponsors; (g) the Consultants; (h) all holders of Claims or Interests that (A) vote to accept the OpCo Plan; or (B) vote to reject the OpCo Plan and do not elect to opt out of the releases contained in Article VIII of the OpCo Plan; (i) in the event of one or more Sale Transaction(s), each Purchaser and the OpCo Plan Administrator (if applicable); (j) the Committee and its members, if any, each in its capacity as such; and (k) each Related Party of each Person in clause (a) through clause (j), but solely in their capacity as such, and solely to the extent the Person to whom they are related can bind them to releases under the terms of applicable non-bankruptcy law or otherwise obtains their agreement to be bound by the releases contained in the OpCo Plan; provided, however, without limiting any Related Party of any Person, Holdings itself shall not constitute a Releasing Party; provided further that if any Person that otherwise would qualify as a Sponsor or Consultant has not signed the Restructuring Support Agreement on or prior to, or within six (6) Business Days after, the Petition Date, then such Person shall not be a Releasing Party in any capacity (it being expressly understood and agreed that all such Persons timely executed the Restructuring Support Agreement in accordance with the foregoing).

"Reorganized OpCo Debtors" means the OpCo Debtors on and after the OpCo Plan Effective Date, together with any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, whether in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the OpCo Plan Effective Date, including Reorganized OpCo Parent and any intermediary holding company formed in connection with the Restructuring Transactions through which Reorganized OpCo Parent holds any other Reorganized OpCo Debtor.

"Reorganized OpCo Parent" means either (as applicable) (a) HoldCo, as reorganized, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, whether in the form of a corporation, limited liability company, partnership, or other form, as the case may be, on and after the OpCo Plan Effective Date, or (b) any new corporation, limited liability company, or partnership that may be formed to, among other things, directly or indirectly acquire substantially all of the assets and/or equity of one or more of the OpCo Debtors and issue the New Reorganized OpCo Debtor Equity to be distributed pursuant to the OpCo Plan.

"Required Consenting Lenders" means the Required Consenting Prepetition Lenders and the Required OpCo DIP Lenders.

"Required Consenting Prepetition Lenders" means Consenting Prepetition Lenders holding in excess of 50% of the Prepetition OpCo First Lien Claims held by all Consenting Prepetition Lenders.

"Required OpCo DIP Lenders" has the meaning set forth in the OpCo DIP Term Sheet.

"Restructuring" means the OpCo Debtors' restructuring to be consummated pursuant to the OpCo Plan and in accordance with the Restructuring Support Agreement, which shall consist of either (a) the Sale Transaction(s) or (b) a Stand-Alone Restructuring Transaction.

"Restructuring Expenses" means with respect to the OpCo Debtors, the reasonable and documented fees and expenses incurred by the Ad Hoc Groups Advisors, the Prepetition OpCo First Lien Agent, and the Agent Advisors, in each case, whether incurred prepetition or postpetition.

"Restructuring Support Agreement" means the Restructuring Support Agreement between the Debtors and the Consenting Parties, dated as of June 8, 2023, as may be altered, amended, modified, or supplemented from time to time in accordance with its terms.

"Restructuring Transactions" means any transactions described in, approved by, contemplated by, or necessary to effectuate the OpCo Plan and the Restructuring Support Agreement.

"Rolled Term Loans" has the meaning set forth in the OpCo DIP Term Sheet and the OpCo DIP Orders.

"Sale Milestone" means the date upon which the OpCo Debtors, with the consent, and at the direction of, the Required Consenting Lenders, will determine whether to pursue a Sale Transaction(s) pursuant to the OpCo Plan, as set forth in the Restructuring Support Agreement.

"Sale Proceeds" means, with respect to any Sale Transaction, the net Cash proceeds, debt or equity interests in the Purchaser(s), and/or other proceeds or consideration received by the OpCo Debtors or the Reorganized OpCo Debtors (whether directly or on account of the purchase of their interests in the OpCo Debtors) in connection with such Sale Transaction(s).

"Sale Scenario" means the event in which the OpCo Debtors and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) agree that one or more actionable Qualified Bids has been received on or prior to the applicable Sale Milestone set forth in the Restructuring Support Agreement, such Qualified Bid(s) are pursued with respect to one or more Sale Transaction(s), and such Sale Transaction(s) are consummated pursuant to the OpCo Plan. For the avoidance of doubt, the Sale Scenario may include a Plan Sponsor Alternative.

"Sale Transaction(s)" means a sale or sales of (a) all or substantially all of the right, title, and interest in the assets of the OpCo Debtors or (b) all or substantially all of the Interests in either of the Reorganized OpCo Debtors, including through a Plan Sponsor Alternative, pursuant to sections 1129 and 363 of the Bankruptcy Code and one or more Purchase Agreement(s), which sale shall be acceptable to the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) and consummated pursuant to the OpCo Plan.

"Sale Transaction Documents" means all documents executed and delivered by the OpCo Debtors and, as applicable, the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), and the Purchaser(s), in connection with the Sale Transaction(s).

"Schedule of Retained Causes of Action" means the schedule of the Causes of Action of the OpCo Debtors or the OpCo Debtors' Estates that are not released, waived, or transferred pursuant to the OpCo Plan, to be filed as part of the Plan Supplement, as the same may be amended, modified, or supplemented from time to time by the OpCo Debtors, with the consent of the Required Consenting Lenders.

"Schedules" means, if Filed, the schedules of assets and liabilities and the statement of financial affairs filed by each OpCo Debtor with the Bankruptcy Court pursuant to sections 521 and 1106(a)(2) of the Bankruptcy Code and Bankruptcy Rule 1007, as such schedules and statement may be amended or supplemented by such OpCo Debtor at any point prior to the OpCo Plan Effective Date.

"Second-Out Priority Exit Term Loans" means the "take-back" term loans provided under the OpCo Exit Facility in the principal amount of up to $61.5 million.

"Secured Claim" means a Claim (a) secured by a Lien on property in which any of the OpCo Debtors has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable Law or by reason of a Final Order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor's interest in such OpCo Debtor's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; or (b) Allowed pursuant to the OpCo Plan, or separate order of the Bankruptcy Court, as a Secured Claim.

"Securities Act" means the Securities Act of 1933, as amended, 15 U.S.C. §§ 77a-77aa.

"Security" means a security, as defined in section 2(a)(1) of the Securities Act.

"Solicitation Materials" means the materials to be distributed together with the OpCo Plan and Disclosure Statement to holders of Claims entitled to vote on the OpCo Plan, which shall be in form and substance reasonably acceptable to the Debtors and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

"Sponsors" means, collectively, the Trive Sponsors and the Non-Trive Sponsor; provided, that if any such Person has not signed the Restructuring Support Agreement on or prior to, or within six (6) Business Days after, the Petition Date, then such Person shall not be (i) a Sponsor, (ii) entitled to receive or have the benefit of any release, exculpation, injunction, indemnification or insurance provisions in the OpCo Plan or any of the Definitive Documents in any respect (whether directly or indirectly as a Related Party of any Released Party or any other Person) or (iii) provided any consent rights under the Restructuring Support Agreement or this Plan (it being expressly understood and agreed that all such Persons timely executed the Restructuring Support Agreement in accordance with the foregoing).

"Stand-Alone Restructuring Scenario" means the pursuit of Confirmation and Consummation of the OpCo Plan where the OpCo Debtors and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) agree not to pursue any Sale Transaction(s).

"Stand-Alone Restructuring Transaction(s)" means all actions and transactions as may be necessary or appropriate to effectuate the Stand-Alone Restructuring Scenario, which transactions shall be approved by the OpCo Debtors and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

"Successful Bidder" means, if applicable, a third party, the Prepetition OpCo First Lien Lenders (or their designees), or Plan Sponsor whose Qualified Bid is determined by the OpCo Debtors and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) to be the highest or otherwise best Qualified Bid, in accordance with the Bidding Procedures Order.

"Supplemental Implementation Term Sheet" means the term sheet attached as Exhibit A to the Restructuring Support Agreement.

"TL Ad Hoc Group" means that certain ad hoc group of holders of Prepetition OpCo First Lien Claims who hold term loans under the TL Facility and are represented by the TL Ad Hoc Group Advisors.

"TL Ad Hoc Group Advisors" means any professional and other advisors retained by the TL Ad Hoc Group, including each of Akin Gump Strauss Hauer & Feld LLP, Greenhill & Co., LLC, Robbins Alloy Belinfante Littlefield LLC, OnMessage Public Strategy, Cole Schotz PC, Prairie Peak LLC, and any other professionals and/or consultants retained by the TL Ad Hoc Group, if any, subject to the OpCo Debtors' consent, not to be unreasonably withheld.

"TL Facility" means the first-lien term loan facility due 2027 under the Prepetition OpCo First Lien Credit Agreement.

"Trive Carve-out Group" means each of: each Consultant, the Non-Trive Sponsor, Seven Aces Holdings ULC, a British Columbia unlimited liability company, 2786692 ONTARIO INC., an Ontario corporation, Ryan C Bouskill Professional Corporation, an Ontario corporation, and each Related Party of any of the foregoing Persons (other than the Debtors and their respective Estates).

"Trive Sponsors" means Southern Star Gaming LLC, TCFIII Luck Acquisition LLC, and TCFIII Luck SPV LP.

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

"Unexpired Lease" means a lease to which one or more OpCo Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

"Unimpaired" means with respect to a Class of Claims or Interests, a Class of Claims or Interests that is not Impaired within the meaning of section 1124 of the Bankruptcy Code.

"Voting Deadline" means the date and time by which the Claims, Noticing, and Solicitation Agent must actually receive the Ballots, reflecting the votes to accept or reject the OpCo Plan, as set forth in the Ballots.

"Wind Down" means, in a Sale Scenario, following the closing of the Sale Transaction(s), the process to wind down, dissolve and liquidate the applicable OpCo Debtors' Estates and distribute the Wind-Down OpCo Assets in accordance with Article III of the OpCo Plan.

"Wind-Down OpCo Assets" means, in a Sale Scenario, the assets of the OpCo Debtors' Estates to vest in the Wind-Down OpCo Debtors on the OpCo Plan Effective Date, which shall be administered by the OpCo Plan Administrator, including but not limited to, (i) if applicable, the Sale Proceeds to the extent not distributed on the OpCo Plan Effective Date and (ii) any Causes of Action retained by the OpCo Debtors.

"Wind Down OpCo Budget" means a budget for the reasonable activities and expenses necessary to effectuate the Wind Down of the OpCo Debtors' Estates, which budget, activities, and reasonable expenses shall be subject to the consent of the Required Consenting Prepetition Lenders and, absent repayment in full in Cash of the OpCo DIP Facility, the Required OpCo DIP Lenders. The Wind Down OpCo Budget shall include line item estimates for, among other things, such reasonable post-OpCo Plan Effective Date fees and expenses incurred by the Wind-Down OpCo Debtor(s)' retained professionals.

"Wind-Down OpCo Debtor(s)" means, in a Sale Scenario, any OpCo Debtor on or after the OpCo Plan Effective Date to the extent the Interests in such OpCo Debtor are not acquired directly or indirectly by the Purchaser(s) in connection with the Sale Transaction(s).

B. Rules of Interpretation

For purposes of the OpCo Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, includes both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; provided, that nothing in this clause (2) shall affect any party's consent rights over any of the Definitive Documents or any amendments thereto as provided for in the Restructuring Support Agreement and related exhibits, including, but not limited to, the Supplemental Implementation Term Sheet; (3) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, restated, supplemented, or otherwise modified in accordance with the OpCo Plan; (4) any reference to a Person as a holder of a Claim or Interest includes that Person's successors and assigns; (5) unless otherwise specified, all references herein to "Articles" are references to Articles of the OpCo Plan; (6) unless otherwise specified, all references herein to exhibits are references to exhibits in the

Plan Supplement; (7) unless otherwise specified, the words "herein," "hereof," and "hereto" refer to the OpCo Plan in its entirety rather than to a particular portion of the OpCo Plan; (8) subject to the provisions of any contract, certificate of incorporation, bylaw, instrument, release, or other agreement or document entered into in connection with the OpCo Plan, the rights and obligations arising pursuant to the OpCo Plan shall be governed by, and construed and enforced in accordance with, applicable federal law, including the Bankruptcy Code and the Bankruptcy Rules, or, if no rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws; (9) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the OpCo Plan; (10) unless otherwise specified herein, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (11) 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; (12) 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; (13) 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"; (14) references to "Proofs of Claim," "Holders of Claims," "Disputed Claims," and the like shall include "Proofs of Interest," "Holders of Interests," "Disputed Interests," and the like, as applicable; (15) any immaterial effectuating provisions may be interpreted in a manner that is consistent with the overall purpose and intent of the OpCo Plan; (16) references to "shareholders," "directors," and/or "officers" shall also include "members" and/or "managers," as applicable, as such terms are defined under the applicable state limited liability company Laws; (17) all references herein to consent, acceptance, or approval shall be deemed to include the requirement that such consent, acceptance, or approval be evidenced by a writing, which may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail; and (18) any term used in capitalized form that is not otherwise defined but that is used in the Bankruptcy Code or Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

C. Computation of Time

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to the OpCo Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day. Subject to the requirements of any Definitive Document, any action to be taken on the OpCo Plan Effective Date may be taken on or as soon as reasonably practicable after the OpCo Plan Effective Date.

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, shall govern the rights, obligations, construction, and implementation of the OpCo Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the OpCo Plan (except as otherwise set forth

in those agreements, in which case the governing law of such agreement shall control); provided, however, that corporate or limited liability company governance matters relating to the OpCo Debtors or the Reorganized OpCo Debtors, as applicable, not incorporated in Delaware shall be governed by the laws of the state of incorporation or formation of the applicable OpCo Debtor or the Reorganized OpCo Debtors, as applicable.

E. Reference to Monetary Figures

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

F. Controlling Document

In the event of an inconsistency between the OpCo Plan and the Plan Supplement with respect to the OpCo Plan, the terms of the relevant document in the Plan Supplement with respect to the OpCo Plan shall control unless otherwise specified in such Plan Supplement document with respect to the OpCo Plan. In the event of an inconsistency between the OpCo Plan and any other instrument or document created or executed pursuant to the OpCo Plan, or between the OpCo Plan and the Disclosure Statement, the OpCo Plan shall control. The provisions of the OpCo Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; provided, however, that if there is determined to be any inconsistency between any provision of the OpCo Plan and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of the OpCo Plan.

G. Nonconsolidated Plan

The OpCo Plan is being proposed as a joint chapter 11 plan of the OpCo Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each OpCo Debtor. The OpCo Plan is not premised upon the substantive consolidation of the OpCo Debtors' Estates.

H. Consent Rights of the Consenting Parties and Consultation Rights of the Consenting RC Ad Hoc Group Lenders

Notwithstanding anything in the OpCo Plan to the contrary, any and all information, consultation, and consent rights of the Consenting Parties, including the Consenting RC Ad Hoc Group Lenders, set forth in the Restructuring Support Agreement with respect to the form and substance of the OpCo Plan, all exhibits to the OpCo Plan, and the Plan Supplement, and any 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 reference and fully enforceable as if stated in full herein until such time as the Restructuring Support Agreement is terminated in accordance with its terms. Failure to reference the rights referred to in the immediately preceding sentence in the OpCo Plan shall not impair such rights. In case of any conflict between the consent rights of the parties to the Restructuring Support Agreement that are set forth in the Restructuring

Support Agreement and those parties' consent rights that are set forth in the OpCo Plan or the Plan Supplement, the consent rights set forth in the Restructuring Support Agreement shall control.

The signing of the applicable Definitive Documents will be subject to, among other things, the negotiation by the OpCo Debtors, the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), and, to the extent applicable, the Sponsors, the Consultants, the Successful Bidder, the Plan Sponsor, and/or the OpCo Plan Administrator of acceptable terms and conditions for the Definitive Documents as well as additional legal, accounting, financial, tax, business and regulatory due diligence.

II. UNCLASSIFIED CLAIMS

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, OpCo Professional Fee Claims, OpCo DIP Claims, and Priority Tax Claims have not been classified against the OpCo Debtors.

A. Administrative Claims

Requests for payment of Administrative Claims (except for OpCo DIP Claims, OpCo Professional Fee Claims, Adequate Protection Claims, and Restructuring Expenses) must be Filed and served, if with respect to the OpCo Debtors, on the Reorganized OpCo Debtors or Wind-Down OpCo Debtor(s), as applicable, no later than the applicable Administrative Claims Bar Date pursuant to the procedures specified in the Confirmation Order(s). Holders of Administrative Claims that are required to File and serve a request for payment of such Claims that fail to do so shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the OpCo Debtors, the Reorganized OpCo Debtors, or Wind-Down OpCo Debtor(s), as applicable, or their respective property, and such Administrative Claims shall be deemed discharged as of the OpCo Plan Effective Date without the need for any objection or any notice to any Person or an order of the Bankruptcy Court.

Except to the extent that a holder of an Allowed Administrative Claim agrees to a less favorable treatment, to the extent an Allowed Administrative Claim has not been paid in full or otherwise satisfied during the Chapter 11 Cases, each holder of an Allowed Administrative Claim (other than OpCo Professional Fee Claims, OpCo DIP Claims, Adequate Protection Claims and Restructuring Expenses) shall receive, in full and final satisfaction of its Allowed Administrative Claim, payment in full in Cash in accordance with the following: (1) if such Administrative Claim is Allowed on or prior to the OpCo Plan Effective Date, on the OpCo Plan Effective Date; (2) if such Administrative Claim is not Allowed as of the OpCo Plan Effective Date, no later than 30 days after the date on which such Administrative Claim is Allowed; (3) if such Allowed Administrative Claim is based on liabilities incurred by the OpCo Debtors in the ordinary course of their business after the Petition Date, in accordance with the terms and conditions of the particular transaction or course of business giving rise to such Allowed Administrative Claim; or (4) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court.

B. OpCo Professional Fee Claims

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

All final requests for payment of OpCo Professional Fee Claims must be Filed no later than forty-five (45) days after the OpCo Plan Effective Date. The Bankruptcy Court shall determine the Allowed amounts of all OpCo Professional Fee Claims in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules, and prior Bankruptcy Court orders.

Committee Expenses: For the avoidance of doubt, to the extent a Committee is appointed in the Chapter 11 Cases, no proceeds of the OpCo DIP Facility or Cash of the OpCo Debtors shall be used to pay any costs or expenses, including professional fees, incurred by the Committee, and all such costs and expenses shall be paid from Holdings' assets, if any; provided, that the Committee may use up to $50,000 of Cash of the OpCo Debtors or proceeds of the OpCo DIP Facility to investigate (but not otherwise commence any challenge or object to or otherwise prosecute) any claims or causes of action with respect to the Prepetition OpCo First Lien Credit Agreement, subject to the terms of the OpCo DIP Orders.

2. OpCo Professional Fee Escrow Accounts

As soon as is reasonably practicable after the Confirmation Date for the OpCo Plan and no later than the OpCo Plan Effective Date, the OpCo Debtors shall establish and fund the OpCo Professional Fee Escrow Account with Cash equal to the OpCo Professional Fee Escrow Amount. The OpCo Professional Fee Escrow Account shall be maintained in trust solely for the Professionals in respect of Allowed OpCo Professional Fee Claims until all Allowed OpCo Professional Fee Claims have been irrevocably paid in full, and the funds held in the OpCo Professional Fee Escrow Account shall not be considered property of the OpCo Debtors' Estates. No Liens, Claims, or Interests shall encumber the OpCo Professional Fee Escrow Account or Cash held therein.

For the avoidance of doubt, the estimated fees and expenses comprising the OpCo Professional Fee Escrow Amount shall not include any fees and expenses incurred in connection with the representation of Holdings' Estate, and such fees and expenses shall be satisfied solely from Holdings' assets.

The applicable OpCo Debtors' obligations to pay the Allowed OpCo Professional Fee Claims shall not be limited to the funds held in the OpCo Professional Fee Escrow Accounts. When all Allowed OpCo Professional Fee Claims have been irrevocably paid in full, any remaining funds held in the applicable OpCo Professional Fee Escrow Accounts shall be returned to the Reorganized OpCo Debtors or the Wind-Down OpCo Debtors, as applicable.

3. OpCo Professional Fee Escrow Amounts

The Professionals shall provide a reasonable and good-faith estimate of the OpCo Professional Fee Claims projected to be outstanding as of the OpCo Plan Effective Date, and shall deliver such estimate to the OpCo Debtors no later than five (5) days before the anticipated OpCo Plan Effective Date; provided, however, that such estimate shall not be considered or deemed an admission or limitation with respect to the amount of the fees and expenses that are the subject of the Professional's final request for payment of OpCo Professional Fee Claims and such Professionals are not bound by such estimates. If a Professional does not provide an estimate, the

OpCo Debtors, with the consent of the Required Consenting Lenders, may estimate the unpaid and unbilled fees and expenses of such Professional.

4. Post-Effective Date Fees and Expenses

Except as otherwise specifically provided in the OpCo Plan, from and after the OpCo Plan Effective Date, the Reorganized OpCo Debtors or the OpCo Plan Administrator, 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 legal, professional, or other fees and expenses related to implementation of the OpCo Plan incurred by the Reorganized OpCo Debtors, as determined by the Reorganized OpCo Debtors or the OpCo Plan Administrator, as applicable. Upon the OpCo Plan Effective Date, any requirement that the Reorganized OpCo Debtors' or Wind-Down OpCo Debtors' Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention for services rendered after such date shall terminate, and the Reorganized OpCo Debtors and the OpCo Plan Administrator, as applicable, may employ any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

C. OpCo Debtors' Restructuring Expenses

On the OpCo Plan Effective Date or as reasonably practicable thereafter (to the extent not previously paid during the course of the OpCo Debtors' Chapter 11 Cases), the OpCo Debtors shall pay in full in Cash all Restructuring Expenses incurred or estimated to be incurred by the Ad Hoc Groups Advisors, the Prepetition OpCo First Lien Agent and the Agent Advisors through and including the OpCo Plan Effective Date in accordance with, and subject to, the terms set forth herein and in the Restructuring Support Agreement, without any requirement to File a fee application with the Bankruptcy Court, without the need for itemized time detail, and without any requirement for Bankruptcy Court review or approval.

All Restructuring Expenses to be paid by the OpCo Debtors on the OpCo Plan Effective Date shall be estimated prior to and as of the OpCo Plan Effective Date and such estimates shall be delivered to the OpCo Debtors at least three (3) Business Days before the anticipated OpCo Plan Effective Date; provided, however, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. On the OpCo Plan Effective Date or as soon as reasonably practicable thereafter, invoices for all Restructuring Expenses incurred by the Ad Hoc Groups Advisors, the Prepetition OpCo First Lien Agent and the Agent Advisors prior to and as of the OpCo Plan Effective Date shall be submitted to the OpCo Debtors. In addition, the OpCo Debtors, the Reorganized OpCo Debtors, and the Wind-Down OpCo Debtor(s) (as applicable) shall continue to pay, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation, and defense of the OpCo Plan, whether incurred before, on, or after the OpCo Plan Effective Date.

D. OpCo DIP Claims

The OpCo DIP Claims shall be Allowed in the amount outstanding under the OpCo DIP Facility on the OpCo Plan Effective Date.

In a Stand-Alone Restructuring Scenario, in full and final satisfaction thereof, each Allowed OpCo DIP Claim shall be: (x) paid in full in Cash, (y) converted into loans under the OpCo Exit Term Facility as follows: (1) the portion consisting of New Money DIP Loans (as defined in the OpCo DIP Term Sheet) shall be converted on a dollar-for-dollar basis into the First-Out Priority Exit Term Loans and (2) the portion consisting of Rolled Term Loans shall be converted into the holder's Pro Rata portion of the Second-Out Priority Exit Term Loans, or (z) afforded such other treatment as is acceptable to the Required OpCo DIP Lenders (in their sole discretion); provided, that each holder of an Allowed OpCo DIP Claim shall receive the same treatment under the OpCo Plan unless a holder agrees to less favorable treatment.

In a Sale Scenario, in full and final satisfaction thereof, each Allowed OpCo DIP Claim shall be (x) paid in full in Cash or (y) receive such other treatment as is acceptable to the Required OpCo DIP Lenders; provided, that each holder of an Allowed OpCo DIP Claim shall receive the same treatment under the OpCo Plan unless a holder agrees to less favorable treatment.

E. 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, compromise, settlement, release, and discharge of, and in exchange for, the Allowed Priority Tax Claims, each holder of an Allowed Priority Tax Claim shall receive treatment consistent with section 1129(a)(9) of the Bankruptcy Code by the applicable OpCo Debtor against which such Allowed Priority Tax Claims are validly asserted.

III. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

The Classes of Claims and Interests listed below classify Claims and Interests for all purposes, including voting on, and distributions pursuant to, the OpCo Plan in accordance with sections 1122 and 1123(a) of the Bankruptcy Code. The OpCo Plan deems a Claim or Interest to be classified in a particular Class only to the extent that (i) the Claim or Interest is an Allowed Claim or Interest and qualifies within the description of that Class and it shall be deemed classified in a different Class to the extent that it qualifies within the description of such different Class and (ii) such Allowed Claim or Allowed Interest has not been satisfied, released, or otherwise settled prior to the OpCo Plan Effective Date.

The OpCo Plan provides for separate treatment of Claims against and Interests in the OpCo Debtors. The OpCo Plan groups the OpCo Debtors together solely for the purpose of describing their treatment under the OpCo Plan, tabulating votes on and confirmation of the OpCo Plan, and making distributions. Such groupings shall not affect any OpCo Debtor's status as a separate legal entity, change the organizational structure of the OpCo Debtors' business enterprise, constitute a change of control of any OpCo Debtor for any purpose, cause a merger of consolidation of any

legal entities, or cause the transfer of any assets. Except as otherwise provided by or permitted under the OpCo Plan, all OpCo Debtors shall continue to exist as separate legal entities.

The following table designates the Classes of Claims against and Interests in the OpCo Debtors and specifies which Classes are (i) Impaired and Unimpaired under the OpCo Plan, (ii) entitled to vote to accept or reject the OpCo Plan in accordance with section 1126 of the Bankruptcy Code, and (iii) presumed to accept or deemed to reject the OpCo Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, OpCo DIP Claims, and Priority Tax Claims have not been classified. The classification of Claims and Interests set forth herein shall apply separately to each OpCo Debtor. Certain of the OpCo Debtors may not have Claims or Interests in a particular Class, and any such Classes shall be treated as set forth in Article III.B of the OpCo Plan.

Class	Designation	Impairment	Voting Rights
Class 1B	OpCo Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2B	OpCo Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3B	Prepetition OpCo First Lien Claims	Impaired	Entitled to Vote
Class 4B	OpCo General Unsecured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 5B	OpCo Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 6B	OpCo Intercompany Claims	Unimpaired/Impaired	Not Entitled to Vote (Deemed to Accept or Reject)
Class 7B	OpCo Intercompany Interests	Unimpaired/Impaired	Not Entitled to Vote (Deemed to Accept or Reject)
Class 8B	Existing OpCo Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Claims and Interests

The holders of the following Claims and Interests shall receive the treatment described below in full and final satisfaction of such Claim or Interest.

1. Classes 1B – OpCo Other Secured Claims

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

(b) *Treatment*: Except to the extent that a holder of an Allowed OpCo Other Secured Claim has agreed to a less favorable treatment, each holder of an Allowed OpCo Other Secured Claim shall receive, in

full and final satisfaction of its OpCo Other Secured Claims, at the option of the OpCo Debtors with the consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders):

(i) Payment in full in Cash of the unpaid portion of such Other Secured Claim on the OpCo Plan Effective Date, or as soon thereafter as reasonably practicable (or if payment is not then due, shall be paid in accordance with its terms in the ordinary course);

(ii) Delivery of collateral securing such Claim and payment of any interest to the extent required under section 506(b) of the Bankruptcy Code; or

(iii) Such other treatment that renders its Allowed OpCo Other Secured Claim Unimpaired.

(c) *Voting*: Class 1B is Unimpaired under the OpCo Plan. Holders of Claims in Class 1B are conclusively presumed to have accepted the OpCo Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the OpCo Plan.

2. Class 2B – OpCo Other Priority Claims

(a) *Classification*: Class 2B consists of all OpCo Other Priority Claims.

(b) *Treatment*: On the OpCo Plan Effective Date, except to the extent that a holder of an Allowed OpCo Other Priority Claim has agreed to a less favorable treatment, each holder of an Allowed OpCo Other Priority Claim shall receive, at the option of the OpCo Debtors with the consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders):

(i) Payment in full in Cash; or

(ii) Such other treatment that would render its Allowed OpCo Other Priority Claim Unimpaired.

(c) *Voting*: Class 2B is Unimpaired under the OpCo Plan. Holders of Claims in Class 2B are conclusively presumed to have accepted the OpCo Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the OpCo Plan.

3. Class 3B – Prepetition OpCo First Lien Claims

(a) *Classification*: Class 3B consists of all Prepetition OpCo First Lien Claims.

(b) *Allowance*: On the OpCo Plan Effective Date, the Prepetition OpCo First Lien Claims shall be Allowed in the full amount outstanding under the Prepetition OpCo First Lien Credit Agreement, including all principal, any accrued and unpaid interest, and all accrued and unpaid fees, expenses, and non-contingent indemnity payable to the Prepetition OpCo First Lien Lenders thereunder.

(c) *Treatment*: Except to the extent a holder of a Prepetition OpCo First Lien Claim agrees to a less favorable treatment, in full and final satisfaction of such Claims:

(i) Stand-Alone Restructuring Scenario: In a Stand-Alone Restructuring Scenario, each holder of a Prepetition OpCo First Lien Claim shall receive on account of such Prepetition OpCo First Lien Claim its Pro Rata share of (i) 100% of the New Reorganized OpCo Debtor Equity, subject to dilution for any New Reorganized OpCo Debtor Equity issued in connection with (a) the Lender Equity Allocation in connection with the OpCo Exit Facility, (b) any New Reorganized OpCo Debtor Equity allocated to the Rolled Term Loans, if applicable, and (c) any MIP (including on account of any Emergence Awards), and (ii) receive an amount of Second-Out Priority Exit Term Loans equal to (x) total Second-Out Priority Exit Term Loan principal amount less (y) the amount required to refinance the Rolled Term Loans; or

(ii) Sale Scenario: In a Sale Scenario, each holder of a Prepetition OpCo First Lien Claim shall receive on account of such Prepetition OpCo First Lien Claim its Pro Rata share of the Sale Proceeds remaining after satisfaction of the OpCo DIP Claims.

(d) *Voting*: Class 3B is Impaired under the OpCo Plan. Holders of the Prepetition OpCo First Lien Claims are entitled to vote to accept or reject the OpCo Plan.

4. Class 4B – OpCo General Unsecured Claims

(a) *Classification*: Class 4B consists of all OpCo General Unsecured Claims.

(b) *Treatment*: Except to the extent that a holder of an Allowed OpCo General Unsecured Claim agrees to a less favorable treatment, each such holder shall be paid in full in Cash (A) if its Allowed OpCo General Unsecured Claim is due and payable before or on the OpCo Plan Effective Date, on the OpCo Plan Effective Date, and (B) if such Allowed General OpCo Unsecured Claim is not due and payable before or on the OpCo Plan Effective Date, in the ordinary course and in accordance with the terms of the applicable contract or other arrangement.

(c) *Voting*: Class 4B is Unimpaired under the OpCo Plan. Holders of Claims in Class 4B are not entitled to vote to accept or reject the OpCo Plan.

5. Class 5B – OpCo Section 510(b) Claims

(a) *Classification*: Class 5B consists of all OpCo Section 510(b) Claims.

(b) *Treatment*: On the OpCo Plan Effective Date, all Allowed OpCo Section 510(b) Claims shall be cancelled, released, discharged, and extinguished without any distribution.

(c) *Voting*: Class 5B is Impaired under the OpCo Plan. Holders of the OpCo Section 510(b) Claims are conclusively deemed to have rejected the OpCo Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the OpCo Plan.

6. Class 6B – OpCo Intercompany Claims

(a) *Classification*: Class 6B consists of all OpCo Intercompany Claims.

(b) *Treatment*: On the OpCo Plan Effective Date:

(i) Stand-Alone Restructuring Scenario: In a Stand-Alone Restructuring Scenario, all Allowed OpCo Intercompany Claims shall be adjusted, continued, settled, Reinstated, discharged, or eliminated in a tax-efficient manner (to the extent reasonably practicable) as determined by the OpCo Debtors, with the consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders); or

(ii) Sale Scenario: In a Sale Scenario, all Allowed OpCo Intercompany Claims shall be cancelled, released, and extinguished without any distribution.

(c) *Voting*: Pursuant to sections 1126(f) and 1126(g) of the Bankruptcy Code, the holders of OpCo Intercompany Claims are not entitled to vote to accept or reject the OpCo Plan.

7. Class 7B – OpCo Intercompany Interests

(a) *Classification*: Class 7B consists of all OpCo Intercompany Interests.

(b) *Treatment*: On the OpCo Plan Effective Date, each OpCo Intercompany Interest shall be either Reinstated for administrative convenience or canceled and released without any distribution on account of such interests, as determined by the OpCo Debtors, upon consultation with the Required Consenting Prepetition Lenders.

(c) *Voting*: Pursuant to sections 1126(f) and 1126(g) of the Bankruptcy Code, the holders of OpCo Intercompany Interests are not entitled to vote to accept or reject the OpCo Plan.

8. Class 8B – Existing OpCo Equity Interests

(a) *Classification*: Class 8B consists of all Existing OpCo Equity Interests.

(b) *Treatment*: On the OpCo Plan Effective Date, all Existing OpCo Equity Interests shall be cancelled, released, and extinguished without any distribution.

(c) *Voting*: Class 8B is Impaired under the OpCo Plan. Holders of the Existing OpCo Equity Interests are conclusively deemed to have rejected the OpCo Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the OpCo Plan.

C. Special Provision Governing Unimpaired Claims

Except as otherwise provided in the OpCo Plan, nothing herein shall affect the rights of the OpCo Debtors, Reorganized OpCo Debtors, or Wind-Down OpCo Debtors, as applicable, in respect of any Unimpaired Claims, including all legal and equitable defenses to such Claims or rights of setoffs or recoupments. Unless expressly Allowed herein, Unimpaired Claims shall remain Disputed Claims.

Notwithstanding anything to the contrary in the OpCo Plan, Plan Supplement or Confirmation Order, until an Unimpaired Claim (including cure claims related to the assumption of Executory Contracts and Unexpired Leases, and claims for damages related to the rejection of the same), or which is an Administrative Claim or Priority Tax Claim has been (x) paid in full in accordance with applicable law, or on terms agreed to between the holder of such Claim and the OpCo Debtors or Reorganized OpCo Debtors, or (y) otherwise satisfied or disposed of as

determined by a court of competent jurisdiction: (a) the provisions of Article VIII.A hereof (but as to Article VIII.A.2 only to the extent that such provision releases claims that could be asserted derivatively by the holder of such Claim) shall not apply or take effect with respect to such Claim, (b) such Claim shall not be deemed settled, satisfied, resolved, released, discharged, barred or enjoined, (c) the property of each of the OpCo Debtors' Estates that vests in the applicable Reorganized OpCo Debtor pursuant to the OpCo Plan shall not be free and clear of such Claims, and (d) any Liens of Holders of Unimpaired Claims, Administrative Claims or Priority Tax Claims shall not be deemed released. Holders of Unimpaired Claims shall not be required to file a Proof of Claim with the Bankruptcy Court, except for claims for damages related to the rejection of Executory Contracts and Unexpired Leases ("Rejection Damages Claims"). Holders of Unimpaired Claims other than those holding Rejection Damages Claims shall not be subject to any claims resolution process in Bankruptcy Court in connection with their Claims, and shall retain all their rights under applicable non-bankruptcy law to pursue their Claims against the OpCo Debtors or Reorganized OpCo Debtors or other Entity in any forum with jurisdiction over the parties. The OpCo Debtors and Reorganized OpCo Debtors shall retain all defenses, counterclaims, rights to setoff, and rights to recoupment as to Unimpaired Claims. If the OpCo Debtors or the Reorganized OpCo Debtors dispute any Unimpaired Claim, such dispute shall be determined, resolved or adjudicated in the manner as if the Chapter 11 Cases had not been commenced, except with respect to Rejection Damages Claims, which shall be determined, resolved or adjudicated as set forth in Article V.C of the OpCo Plan.

D. Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the OpCo Plan by at least one Impaired Class of Claims entitled to vote against each OpCo Debtor.

The OpCo Debtors shall seek Confirmation of the OpCo Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The OpCo Debtors reserve the right to modify the OpCo Plan in accordance with Article X of the OpCo Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class Unimpaired to the extent permitted by the Restructuring Support Agreement, the Bankruptcy Code and the Bankruptcy Rules.

E. Subordinated Claims

Except as expressly provided herein, the allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective treatment thereof under the OpCo Plan take into account the relative priority of the Claims in each Class, whether arising under a contract, principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, and subject to the Restructuring Support Agreement, the OpCo Debtors reserve the right to reclassify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

F. Elimination of Vacant Classes

Any Class that does not have a Claim or Interest in an amount greater than zero as of the date of the Confirmation Hearing shall be considered vacant and deemed eliminated from the OpCo Plan for all purposes.

G. Controversy Concerning Impairment

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

IV. MEANS FOR IMPLEMENTATION OF THE OPCO PLAN

A. General

1. General Settlement of Claims and Interests

After the OpCo Plan Effective Date, the Reorganized OpCo Debtors and/or the Wind-Down OpCo Debtor(s), as applicable, may compromise and settle any Claim and/or Cause of Action against the OpCo Debtors' Estate(s) without any further notice to or action, order, or approval of the Bankruptcy Court.

2. Restructuring Transactions

On or about the OpCo Plan Effective Date, the OpCo Debtors, the Reorganized OpCo Debtors, and the Wind-Down OpCo Debtor(s) (in each case with the consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders)), may take all actions as may be necessary or appropriate to effectuate the Restructuring Transactions, including: (a) 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 the OpCo Plan, and that satisfy the requirements of applicable law and any other terms to which the applicable Persons may agree, including the documents comprising the Plan Supplement; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the OpCo Plan and having other terms for which the applicable Persons agree; (c) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, amalgamation, consolidation, conversion, arrangement, continuance, or dissolution pursuant to applicable Law; (d) the Sale Transaction(s), if any; (e) such other transactions that are required to effectuate the Restructuring Transactions in the most efficient manner for the OpCo Debtors and the Consenting Lenders, including in regard to tax matters and any mergers, consolidations, restructurings, conversions, dispositions, transfers, formations, organizations, dissolutions, or liquidations; (f) the selection of the New Board; (g) the authorization, issuance, and distribution of the New Reorganized OpCo Debtor Equity; (h) execution, delivery, and filing, if applicable, of the OpCo Exit Facility Documents; (i) the appointment of the OpCo Plan Administrator; (j) the execution, delivery, and adoption of the New

Organizational Documents; and (k) all other act or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions, including making filings or recordings that may be required by applicable law.

3. Insurance Policies

Each of the OpCo Debtors' insurance policies and any agreements, documents, or instruments relating thereto, are treated as Executory Contracts under the OpCo Plan. On the OpCo Plan Effective Date, unless an insurance policy (i) was specifically designated for assignment to the Purchaser, if applicable, (ii) was rejected by the OpCo Debtors pursuant to a Bankruptcy Court order, or (iii) is the subject of a motion to reject filed by the OpCo Debtors that remains pending on the date of the Confirmation Hearing with respect to the OpCo Plan, (a) the Reorganized OpCo Debtors or the Wind-Down OpCo Debtor(s), as applicable, shall be deemed to have assumed each such insurance policy and any agreements, documents, and instruments relating to coverage of all insured Claims and (b) such insurance policy and any agreements, documents, or instruments relating thereto shall vest in the Reorganized OpCo Debtors or the Wind-Down OpCo Debtor(s), as applicable.

4. Section 1146 Exemption

To the maximum extent permitted pursuant to section 1146(a) of the Bankruptcy Code, any transfer of property (whether from an OpCo Debtor to a Reorganized OpCo Debtor or to any other Person) under, in furtherance of, or in connection with the OpCo Plan, including pursuant to any Sale Transaction(s) or a Stand-Alone Restructuring Transaction (in each case, as applicable) or (1) the issuance, distribution, transfer, or exchange of any debt, equity Security, or other interest in the OpCo Debtors or the Reorganized OpCo Debtors, including the New Reorganized OpCo Debtor Equity, if applicable, (2) the Restructuring Transactions; (3) 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; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for the Reorganized OpCo Debtors' obligations under and in connection with the OpCo Exit Facility, if applicable; or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the OpCo 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 the OpCo Plan shall not be subject to any tax or governmental assessment under any Law imposing a document recording tax, stamp tax, conveyance tax, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee regulatory filing or recording fee, sales and use tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment against the OpCo Debtors and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property 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(c) of the Bankruptcy Code, shall forgo the collection of any such tax, recordation fee, 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, recordation fee, or governmental assessment. The Bankruptcy Court shall retain specific jurisdiction with respect to these matters.

5. Cancellation of Securities and Agreements

On the OpCo Plan Effective Date, except as otherwise specifically provided for in the OpCo Plan: (1) the obligations of the OpCo Debtors under any certificate, Security, share, note, bond, credit agreement, indenture, purchase right, option, warrant, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest in the OpCo Debtors giving rise to any Claim or Interest (except such certificates, notes, or other instruments or documents evidencing indebtedness or obligation of or ownership interest in the OpCo Debtors that are Reinstated pursuant to the OpCo Plan, if any) shall be cancelled solely as to the OpCo Debtors, and the Reorganized OpCo Debtors or the Wind-Down OpCo Debtors, as applicable, shall not have any continuing obligations thereunder; and (2) the obligations of the OpCo Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indentures, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of or ownership interest in such OpCo Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligation of or ownership interest in such OpCo Debtors that are specifically Reinstated pursuant to the OpCo Plan) shall be released and discharged.

6. Effectuating Documents; Further Transactions

On and after the OpCo Plan Effective Date, the Reorganized OpCo Debtors or Wind-Down OpCo Debtors, as applicable, and the officers and members of the New Board or the OpCo Plan Administrator, as applicable, 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 the OpCo Plan, the OpCo Exit Facility Credit Agreement and the New Organizational Documents, and the Securities issued pursuant to the OpCo Plan in the name of and on behalf of the applicable Reorganized OpCo Debtors or the Wind-Down OpCo Debtors, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the OpCo Plan.

7. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, unless expressly waived, relinquished, exculpated, released, compromised, or settled in the OpCo Plan or assigned to the Purchaser(s) in any Sale Transaction(s), the Reorganized OpCo Debtors and Wind-Down OpCo Debtors, as applicable, shall retain and may enforce all rights to commence or pursue any and all Causes of Action of the applicable OpCo Debtors' Estates, not otherwise so waived, relinquished, exculpated, released, compromised, settled or assigned (as the case may be), whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized OpCo Debtors' or the Wind-Down OpCo Debtor(s)' rights to commence, prosecute, compromise, settle or release such Causes of

Action shall be preserved notwithstanding the occurrence of the OpCo Plan Effective Date, other than the Claims and Causes of Action released pursuant to the releases and exculpations contained in Article VIII hereof. Unless any Cause of Action is expressly waived, relinquished, exculpated, released, compromised, or settled under the OpCo Plan or a Final Order, such Cause of Action is preserved for later adjudication, 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 any such Cause of Action upon, after, or as a consequence of the Confirmation of the OpCo Plan or the occurrence of the OpCo Plan Effective Date.

No Person may rely on the absence of a specific reference in the OpCo Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the OpCo Debtors, the Reorganized OpCo Debtors or the Wind-Down OpCo Debtor(s), as applicable, will not pursue any and all available Causes of Action against it. The OpCo Debtors, the Reorganized OpCo Debtors, and the Wind-Down OpCo Debtor(s), as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person, except as otherwise expressly provided in the OpCo Plan, including Article VIII of the OpCo Plan.

The Reorganized OpCo Debtors and Wind-Down OpCo Debtor(s), as applicable, (i) reserve and shall retain all Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the OpCo Plan and (ii) shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

B. Restructuring of the OpCo Debtors Effectuated Through the Sale Scenario

In a Sale Scenario, the following provisions shall apply. The Confirmation Order with respect to the OpCo Plan shall authorize, pursuant to sections 363, 365, 1123(a)(5)(B), and 1123(a)(5)(D) of the Bankruptcy Code, all actions necessary or appropriate to effectuate the Sale Transaction(s), including, (i) the execution and delivery of the Purchase Agreement(s) and all other Sale Transaction Documents, (ii) the transfer of the purchased assets or the New Reorganized OpCo Debtor Equity free and clear of all Liens, Claims, charges, or other encumbrances, to the applicable Purchaser(s), (iii) all transactions contemplated by the Purchase Agreement(s), including pursuant to sections 363, 365, 1123(a)(5)(B), and 1123(a)(5)(D) of the Bankruptcy Code, (iv) if applicable, the appointment of the OpCo Plan Administrator, and (v) if applicable, the execution and delivery of the OpCo Plan Administrator Agreement.

1. Closing of the Sale Transaction(s)

On the OpCo Plan Effective Date, the OpCo Debtors shall be authorized to consummate the Sale Transaction(s) with the Purchaser(s) and/or any other applicable party and, among other things, the OpCo Debtors' assets specified in the Purchase Agreement(s) (including any Executory Contracts and Unexpired Leases the applicable Purchaser(s) wish to assume) or the New Reorganized OpCo Debtor Equity, as applicable, shall be transferred to and vest in the applicable Purchaser(s) free and clear of all Liens, Claims, Interests charges, or other encumbrances pursuant

to the terms of the applicable Sale Transaction Documents and the order of the Bankruptcy Court approving the Sale Transaction(s) contemplated thereby, which may be the Confirmation Order, and the Purchaser(s) may operate the purchased assets in the ordinary course, without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

2. Wind-Down and Dissolution of the OpCo Debtors

In a Sale Scenario, to the extent there is at least one Wind-Down OpCo Debtor on the OpCo Plan Effective Date, then such Wind-Down OpCo Debtor(s) shall continue in existence after the OpCo Plan Effective Date for purposes of: (a) winding down the OpCo Debtors' businesses and affairs as expeditiously as reasonably possible and liquidating any assets held by the Wind-Down OpCo Debtor(s) after the OpCo Plan Effective Date; (b) performing the OpCo Debtors' remaining obligations under any Sale Transaction Documents, if any; (c) resolving any Disputed Claims against the OpCo Debtors; (d) making distributions on account of Allowed Claims against the OpCo Debtors in accordance with the OpCo Plan to the extent not made on the OpCo Plan Effective Date; (e) filing appropriate tax returns, if any; and (f) administering the OpCo Plan in an efficient manner. The Wind-Down OpCo Debtor(s) shall be deemed to be substituted as the party-in-lieu of the OpCo 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 for the OpCo Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

On the OpCo Plan Effective Date, any assets of the OpCo Debtors' Estates remaining after the closing of the Sale Transaction(s) shall vest in the Wind-Down OpCo Debtor(s) for the purpose of liquidating the OpCo Debtors' Estates and Consummation of the OpCo Plan. Such assets shall be held free and clear of all Liens, Claims, Interests, charges or other encumbrances, except as otherwise provided in the OpCo Plan. Any distributions to be made under the OpCo Plan from such assets shall be made by the OpCo Plan Administrator or its designee. The Wind-Down OpCo Debtor(s) and the OpCo Plan Administrator shall be deemed to be fully bound by the terms of the OpCo Plan and the Confirmation Order.

Any contrary provision hereof notwithstanding, following the occurrence of the OpCo Plan Effective Date and the making of distributions on the OpCo Plan Effective Date pursuant hereto, (i) any of the OpCo Debtors' Cash held by the Wind-Down OpCo Debtor(s) in excess of the Wind-Down Amount and (ii) the proceeds of any non-Cash assets of the OpCo Debtors' Estates vested in the Wind-Down OpCo Debtor(s), shall be payable to Holders of OpCo DIP Claims and Prepetition OpCo First Lien Claims until such claims are indefeasibly paid in full. The OpCo Plan Administrator shall make such distributions in Cash in accordance with Article III hereof.

3. The OpCo Plan Administrator

On and after the OpCo Plan Effective Date, to the extent applicable, the OpCo Plan Administrator, as selected by the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), shall be appointed by the OpCo Debtors.

The OpCo Plan Administrator shall not be required to post any bond or surety or other security for the performance of its duties hereunder unless otherwise ordered by the Bankruptcy Court. In the event that the OpCo Plan Administrator is so ordered, all costs and expenses of procuring any such bond or surety shall be paid for with Cash from the Wind-Down OpCo Assets.

The OpCo Plan Administrator may resign at any time upon 30 days' written notice to the Bankruptcy Court; provided, that such resignation shall only become effective upon the appointment of a permanent or interim successor OpCo Plan Administrator. Upon its appointment, the successor OpCo Plan Administrator, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor and all responsibilities of the predecessor OpCo Plan Administrator relating to the Wind-Down OpCo Debtor(s) shall be terminated.

(a) The OpCo Plan Administrator's Rights and Powers

The powers of the OpCo Plan Administrator shall include any and all powers and authority necessary or helpful to implement and carry out the provisions of the OpCo Plan and any applicable orders of the Bankruptcy Court. The OpCo Plan Administrator shall be the representative of the OpCo Debtors' Estates appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code.

Without limiting the foregoing, the OpCo Plan Administrator shall (a) hold, liquidate, invest, supervise, and protect the Wind-Down OpCo Assets; (b) effectuate the distributions contemplated under the OpCo Plan; (c) object to or settle Disputed Claims against the OpCo Debtors; (d) establish and maintain the Disputed Claims Reserve with respect to the Disputed Claims against the OpCo Debtors or their Estates; (e) prosecute any or all of the Causes of Action retained by the Wind-Down OpCo Debtor(s); (f) pay all reasonable fees, expenses, debts, charges, and liabilities of the Wind-Down OpCo Debtor(s); (g) file tax returns for, pay taxes of, and represent the interests of the Wind-Down OpCo Debtor(s) or the OpCo Debtors' Estates, as applicable, before any taxing authority in all matters, including any action, suit, proceeding, or audit; (h) file the operating report for the OpCo Debtors' Estates for the month in which the OpCo Plan Effective Date occurs and all subsequent quarterly reports; (i) take any action necessary to wind down the business and affairs of the Wind-Down OpCo Debtor(s); and (j) file appropriate certificates of dissolution of the Wind-Down OpCo Debtor(s) pursuant to applicable state or provincial law.

As soon as practicable after the OpCo Plan Effective Date, the OpCo Plan Administrator shall cause the Wind-Down OpCo Debtor(s) to comply with, and abide by, the terms of the OpCo Plan and take any actions as the OpCo Plan Administrator may determine to be necessary or desirable to carry out the purposes of the OpCo Plan. Except to the extent necessary to complete the Wind-Down of any of the OpCo Debtors' remaining assets or operations from and after the OpCo Plan Effective Date, the OpCo Debtors (1) for all purposes shall be deemed to have withdrawn their business operations from the State of Georgia and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal, (2) shall be deemed to have canceled pursuant to the OpCo Plan all Interests in the OpCo Debtors, and (3) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the OpCo Plan Effective Date. The filing of the final monthly operating report for the OpCo Debtors' Estates (for the month in which the OpCo Plan Effective Date occurs)

and all subsequent quarterly post-Confirmation reports shall be the responsibility of the OpCo Plan Administrator.

The OpCo Plan Administrator shall act for the Wind-Down OpCo Debtor(s) in the same fiduciary capacity as applicable to a board of directors and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the OpCo Plan to permit and authorize the same). On the OpCo Plan Effective Date, the persons acting as members, managers, or officers of the OpCo Debtor(s) shall be deemed to have resigned and a representative of the OpCo Plan Administrator shall be appointed as the sole manager and sole officer of the Wind-Down OpCo Debtor(s) and shall succeed to the powers of the OpCo Debtors' directors, managers and officers. From and after the OpCo Plan Effective Date, the OpCo Plan Administrator shall be the sole representative of, and shall act for, the Wind-Down OpCo Debtor(s). For the avoidance of doubt, the foregoing shall not limit the authority of the Wind-Down OpCo Debtor(s) or the OpCo Plan Administrator, as applicable, to continue the employment of any former member, manager, or officer, including pursuant to any transition services or other agreement, in each case, to the extent permitted by applicable law and subject to the consent of the GLC.

(b) Retention of the OpCo Plan Administrators' Professionals

The OpCo Plan Administrator shall have the right to retain the services of attorneys, accountants, and other professionals that, in the discretion of the OpCo Plan Administrator, are necessary to assist the OpCo Plan Administrator in the performance of its duties. The reasonable fees and expenses of such professionals shall be paid from the Wind-Down OpCo Assets upon the monthly submission of statements to the OpCo Plan Administrator. The payment of the reasonable fees and expenses of the OpCo Plan Administrator's retained professionals shall be made in the ordinary course of business in accordance with the Wind-Down OpCo Budget and shall not be subject to the approval of the Bankruptcy Court.

(c) Compensation of the OpCo Plan Administrator

All reasonable costs, expenses, and obligations incurred by the OpCo Plan Administrator in administering the OpCo Plan, the Wind-Down OpCo Debtor(s)' Estates, or in any manner connected, incidental, or related thereto, shall be paid from the Wind-Down OpCo Assets in accordance with the Wind-Down OpCo Budget and on the terms set forth in the OpCo Plan Administrator Agreement. Except as otherwise ordered by the Bankruptcy Court, the fees and expenses incurred by the OpCo Plan Administrator on or after the OpCo Plan Effective Date (including taxes imposed on the Wind-Down OpCo Debtors) in connection with its duties hereunder and the OpCo Plan Administrator Agreement shall be paid without any further notice to, or action, order, or approval of, the Bankruptcy Court.

(d) Indemnification, Insurance, and Liability Limitation

The OpCo Plan Administrator and all professionals retained by the OpCo Plan Administrator, each in their capacities as such, shall be deemed indemnified by the Wind-Down OpCo Debtor(s) to the fullest extent permitted by applicable Law from any claims or Causes of Action relating to or arising in connection with the performance of its duties hereunder or under

the OpCo Plan Administrator Agreement, except for claims and Causes of Action related to any act or omission that is determined by Final Order of a court of competent jurisdiction to have constituted fraud, willful misconduct, or gross negligence. The OpCo Plan Administrator may obtain, at the expense of the Wind-Down OpCo Debtor(s) and in accordance with the OpCo Plan Administrator Agreement, commercially reasonable liability or other appropriate insurance with respect to the foregoing indemnification obligations. The OpCo Plan Administrator may rely upon all written information previously generated by the Debtors.

Notwithstanding anything to the contrary contained herein, the OpCo Plan Administrator in its capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract, or otherwise, of the Wind-Down OpCo Debtor(s).

(e) Tax Returns

The OpCo Plan Administrator shall complete and file all final or otherwise required federal, state, and local tax returns for each of the Wind-Down OpCo Debtor(s) and, pursuant to section 505(b) of the Bankruptcy Code, may request an expedited determination of any unpaid tax liability of any Wind-Down OpCo Debtor or the Estate of its predecessor Debtor, as determined under applicable tax laws.

4. Vesting of Assets in the Wind-Down OpCo Debtor(s) or Purchaser(s)

Except as otherwise provided herein, on the OpCo Plan Effective Date, all Wind-Down OpCo Assets shall vest in the Wind-Down OpCo Debtor(s), free and clear of all Liens, Claims, Interests, charges, or other encumbrances unless expressly provided otherwise by the OpCo Plan or the Confirmation Order. On and after the OpCo Plan Effective Date, the Wind-Down OpCo Debtor(s) may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

5. Sources of Consideration for OpCo Plan Distributions.

The OpCo Plan Administrator shall fund distributions under the OpCo Plan, to the extent not made on the OpCo Plan Effective Date, with Cash on hand, the Sale Proceeds, if any, and proceeds of the OpCo Debtors' retained Causes of Action not settled, released, discharged, enjoined, or exculpated on or prior to the OpCo Plan Effective Date.

C. Restructuring of the OpCo Debtors Effectuated Through a Stand-Alone Restructuring Transaction

If a Stand-Alone Restructuring Transaction occurs, the following provisions shall apply:

1. The OpCo Exit Facility

On the OpCo Plan Effective Date, the Reorganized OpCo Debtors shall enter into the OpCo Exit Facility. The Confirmation Order shall approve the OpCo Exit Facility and the OpCo Exit Facility Documents (including the transactions contemplated thereby, and all actions to be taken,

undertakings to be made, and obligations and guarantees to be incurred and fees paid in connection therewith), and all Claims, Liens, and security interests to be granted in accordance with the terms of the OpCo Exit Facility Documents, if any, (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Claims and Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the OpCo Exit Facility Documents, (c) shall be deemed automatically attached and perfected on the OpCo Plan Effective Date, subject only to the Liens and security interests as may be permitted under the OpCo Exit Facility Documents, and (d) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The OpCo Debtors and the Reorganized OpCo Debtors, as applicable, and the Persons granting such Liens and security interests are 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 under the provisions of the applicable state, provincial, federal, or other Law (whether domestic or foreign) that would be applicable in the absence of the OpCo Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order with respect to the OpCo Plan, 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.

2. Release of Liens

Subject to the distributions or Reinstatement, as applicable, provided for in the OpCo Plan, except as otherwise provided herein, in the OpCo Exit Facility Documents, or any contract, agreement, instrument, or another document created pursuant to or in connection with the OpCo Plan, on the OpCo Plan Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the applicable OpCo Debtors' Estates shall be fully released, settled, compromised, and discharged, and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert automatically to the applicable OpCo Debtor. All holders of Secured Claims against the OpCo Debtors (and such holders' agents) shall release any collateral or other property of the applicable OpCo Debtor (including any Cash collateral and possessory collateral) held by such holder (or such holders' agents), and take such actions as may be reasonably requested by the Reorganized OpCo Debtors to evidence the release of the applicable security interests, 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 or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such security interests.

3. Sources of Consideration for OpCo Plan Distributions

The Reorganized OpCo Debtors, as applicable, shall fund distributions under the OpCo Plan with the New Reorganized OpCo Debtor Equity, Cash on hand, Cash generated from operations, and proceeds of the OpCo Exit Facility, and proceeds of any retained Causes of Action not settled, released, discharged, enjoined, or exculpated on or prior to the OpCo Plan Effective Date.

From and after the OpCo Plan Effective Date, the Reorganized OpCo Debtors, subject to any applicable limitations set forth in any post-OpCo Plan Effective Date agreement (including the OpCo Exit Facility Documents and New Organizational Documents), shall have the right and authority without further notice to or action, order, or approval of the Bankruptcy Court to raise additional capital and obtain additional financing as the New Board of the applicable Reorganized OpCo Debtors deems appropriate.

4. Issuance of New Reorganized OpCo Debtor Equity; Section 1145 Exemption

On the OpCo Plan Effective Date, the Reorganized OpCo Debtors shall issue the New Reorganized OpCo Debtor Equity to the holders of the Allowed Prepetition OpCo First Lien Claims, holders of OpCo DIP Claims and any MIP participants, in each case, as applicable and without the need for any further corporate action or further notice to, action or order of the Bankruptcy Court. The shares of the New Reorganized OpCo Debtor Equity issued under the OpCo Plan shall be duly authorized, validly issued, fully paid, and non-assessable. Each distribution and issuance of the New Reorganized OpCo Debtor Equity under the OpCo Plan shall be governed by the terms and conditions set forth in the OpCo Plan applicable to such distribution or issuance and by the terms and conditions of the instruments evidencing or relating to such distribution or issuance, which terms and conditions shall bind each Person receiving such distribution or issuance. The issuance of the New Reorganized OpCo Debtor Equity by the Reorganized OpCo Debtors shall be authorized without the need for any further corporate action or without any further action by the OpCo Debtors or Reorganized OpCo Debtors or by holders of any Claims or Interests against the OpCo Debtors, as applicable. As a condition to receiving the New Reorganized OpCo Debtor Equity, each holder entitled to a distribution of New Reorganized OpCo Debtor Equity, including holders of Prepetition OpCo First Lien Claims, OpCo DIP Claims, and any MIP participants, will be required to execute and deliver the New Organizational Documents, as applicable; provided however, that, notwithstanding any failure to execute the New Organizational Documents, as applicable, any Person that is entitled to and accepts a distribution of New Reorganized OpCo Debtor Equity under the OpCo Plan, by accepting such distribution, will be deemed to have accepted and consented to the terms of the New Organizational Documents, without the need for execution by any party thereto. The New Reorganized OpCo Debtor Equity will not be registered under the Securities Act or listed on any exchange as of the OpCo Plan Effective Date and will not meet the eligibility requirements of DTC.

Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of the New Reorganized OpCo Debtor Equity, including the New Reorganized OpCo Debtor Equity issued on account of the Lender Equity Allocation, but excluding any New Reorganized OpCo Debtor Equity issued on account of the MIP (including on account of any Emergence Awards), in each case, after the Petition Date, shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act or any similar federal, state, or local Law in reliance on section 1145 of the Bankruptcy Code or, only to the extent such exemption under section 1145 of the Bankruptcy Code is not available, any other available exemption from registration under the Securities Act. Pursuant to section 1145 of the Bankruptcy Code, such New Reorganized OpCo Debtor Equity (other than any New Reorganized OpCo Debtor Equity issued on account of any MIP (including on account of any Emergence Awards)) will be freely tradable in the United States without registration under the Securities Act by the recipients thereof, subject

to the provisions of (1) section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act and compliance with any applicable state or foreign securities laws, if any, and the rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments, (2) any other applicable regulatory approvals, and (3) any restrictions in the New Organizational Documents. The offering, issuance, and distribution (if applicable) of any Securities before the Petition Date and any Securities issuable issued on account of the MIP (including on account of any Emergence Awards) will be issued pursuant to section 4(a)(2) of the Securities Act.

Any Securities distributed pursuant to section 4(a)(2) of the Securities Act will be considered "restricted securities" as defined by Rule 144 of the Securities Act and may not be resold under the Securities Act or applicable state securities laws absent an effective registration statement, or pursuant to an applicable exemption from registration, under the Securities Act and applicable state Securities Laws and subject to any restrictions in the New Organizational Documents.

Notwithstanding anything to the contrary in the OpCo Plan, no Person shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the OpCo Plan, including, for the avoidance of doubt, whether the New Reorganized OpCo Debtor Equity, including the New Reorganized OpCo Debtor Equity issued on account of the Lender Equity Allocation and any MIP (including on account of any Emergence Awards), are exempt from the registration requirements of section 5 of the Securities Act.

Recipients of the New Reorganized OpCo Debtor Equity, including the New Reorganized OpCo Debtor Equity issued on account of the Lender Equity Allocation and any MIP (including on account of any Emergence Awards), are advised to consult with their own legal advisors as to the availability of any exemption from registration under the Securities Act and any applicable Blue Sky Laws.

Should the Reorganized OpCo Debtors elect to reflect the ownership of the New Reorganized OpCo Debtor Equity issued pursuant to the OpCo Plan through the facilities of DTC, the Reorganized OpCo Debtors need not provide to DTC any further evidence other than the OpCo Plan or the Confirmation Order with respect to the treatment of such Securities under applicable securities laws. Notwithstanding anything to the contrary in the OpCo Plan, no Person, including, for the avoidance of doubt, DTC or any transfer agent, shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by the OpCo Plan, including whether the initial sale and of the New Reorganized OpCo Debtor Equity are exempt from registration and/or eligible for DTC book-entry delivery, settlement, and depository services. DTC or any transfer agent shall be required to accept and conclusively rely upon the OpCo Plan or Confirmation Order in lieu of a legal opinion regarding any of the foregoing.

5. Corporate Existence

Except as otherwise provided in the OpCo Plan or any agreement, instrument, or other document incorporated in the OpCo Plan or the Plan Supplement, on and after the OpCo Plan Effective Date, each Reorganized OpCo Debtor, as applicable, shall continue to exist as a separate corporation, limited liability company, partnership, or other form of entity, as the case may be,

with all the powers of a corporation, limited liability company, partnership, or other form of entity, as the case may be, pursuant to the applicable Law in the jurisdiction in which the particular OpCo Debtor is incorporated or formed and pursuant to their respective certificate of incorporation and bylaws (or other similar formation and governance documents) in effect prior to the OpCo Plan Effective Date, except to the extent such certificate of incorporation and bylaws (or other similar formation and governance documents) are amended under the OpCo Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the OpCo Plan and require no further action or approval (other than any requisite filings required under applicable state, provincial, or federal law).

After the OpCo Plan Effective Date, the respective certificate of incorporation and bylaws (or other formation documents) of one or more of the Reorganized OpCo Debtors may be amended or modified in accordance with their terms without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. On or after the OpCo Plan Effective Date, one or more of the Reorganized OpCo Debtors may be disposed of, dissolved, wound down, or liquidated without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

6. New Organizational Documents

On or immediately prior to the OpCo Plan Effective Date, the New Organizational Documents shall be adopted automatically by the Reorganized OpCo Debtors. To the extent required under the OpCo Plan or applicable non-bankruptcy law, the Reorganized OpCo Debtors shall file their respective New Organizational Documents with the applicable Secretaries of State and/or other applicable authorities in their respective states, provinces, or countries of incorporation in accordance with the corporate laws of the respective states, provinces, or countries of incorporation. The New Organizational Documents shall, among other things: (1) authorize the issuance of the New Reorganized OpCo Debtor Equity; and (2) pursuant to and only to the extent required by section 1123(a)(6) of the Bankruptcy Code, include a provision prohibiting the issuance of non-voting equity securities of the OpCo Debtors. After the OpCo Plan Effective Date, each Reorganized OpCo Debtor may amend and restate its limited liability company agreement, certificate of incorporation and other formation and constituent documents as permitted by the laws of its respective jurisdiction of formation and the terms of the New Organizational Documents.

7. Vesting of Assets in the Reorganized OpCo Debtors

Except as otherwise provided herein, or in any agreement, instrument or other document incorporated in the OpCo Plan (including with respect to the Stand-Alone Restructuring Transaction and the OpCo Exit Facility Documents), on the OpCo Plan Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property in each OpCo Debtor's Estate, all Causes of Action of the OpCo Debtors' Estates (other than any Causes of Action that are expressly waived, relinquished, exculpated, released, compromised or settled in the OpCo Plan) and any property acquired by any of the OpCo Debtors under the OpCo Plan shall vest in each respective Reorganized OpCo Debtor, free and clear of all Liens, Claims, charges and/or other encumbrances. On and after the OpCo Plan Effective Date, except as otherwise provided herein, each Reorganized OpCo Debtor may operate its business and may use, acquire, or dispose of property and pursue,

compromise or settle any Claims, Interests, or Causes of Action with respect to the OpCo Debtors without further notice to, action, or approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

8. Directors, Managers, and Officers

As of the OpCo Plan Effective Date, the term of the current members of the boards of directors or managers or any managing member of the OpCo Debtors shall expire, and the New Board and the officers or managers of each of the Reorganized OpCo Debtors shall be appointed in accordance with the respective New Organizational Documents.

Pursuant to section 1129(a)(5) of the Bankruptcy Code, the OpCo Debtors shall disclose, in advance of the Confirmation Hearing, the identity and affiliations of any Person proposed to serve on the New Board or be an officer of any of the Reorganized OpCo Debtors. To the extent any such director, manager or officer is an "insider" (as defined in the Bankruptcy Code), the OpCo Debtors also shall disclose the nature of any compensation to be paid to such director, manager or officer. Each such director, manager and officer shall serve from and after the OpCo Plan Effective Date pursuant to the terms of the New Organizational Documents.

9. Management Incentive Plan

The MIP Pool shall be established and reserved for grants to be made from time to time from such pool to employees, officers, and directors of the Reorganized OpCo Debtors at the discretion of the New Board effective as of the OpCo Plan Effective Date. The terms and conditions (including, without limitation, with respect awards thereunder, participants, applicable performance metrics, allocation, timing, and the form and structure of the equity or equity-based awards) shall be determined at the discretion of the New Board after the OpCo Plan Effective Date; provided, that Emergence Awards may be allocated on or prior to the OpCo Plan Effective Date as emergence grants to recruit individuals selected to serve in key senior management positions on or after the OpCo Plan Effective Date, subject to the terms and conditions, including, but not limited to, with respect to form, allocated percentage of the MIP Pool, structure, and vesting, determined by, in each case, the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

10. Employee and Retiree Benefits

To the extent that the OpCo Debtors intend for any OpCo Compensation and Benefits Programs to remain in place after the OpCo Plan Effective Date, the OpCo Debtors, with the consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), will list such agreement on the Assumed Executory Contracts and Unexpired Leases List, and such agreement will be assumed as of the OpCo Plan Effective Date. If the OpCo Debtors do not list such agreement on the Assumed Executory Contracts and Unexpired Leases List, such agreement shall be deemed rejected in accordance with Article V of the OpCo Plan without any resulting Claims assertable against the OpCo Debtors or their Estates.

11. GLC and Other Regulatory Applications

The OpCo Debtors or the Reorganized OpCo Debtors, as applicable, shall diligently prosecute all filings with or notices to any Governmental Regulatory Authority, in each case, as may be required under applicable Law (including any filings with or notices to the GLC or otherwise as required pursuant to the rules of the GLC and/or any other applicable Laws governing, or otherwise relating to, the ownership, operation, or use of COAMs), and shall promptly provide such additional documents or information requested by the GLC or any Governmental Regulatory Authority in connection with the review of the foregoing.

Any agreements with or commitments to the GLC or any Governmental Regulatory Authorities by the OpCo Debtors, including any decision to accept and/or not to oppose any proposed material conditions or limitations on any such required approvals, shall require the prior approval of the Required Consenting Prepetition Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), which approval shall not be unreasonably withheld.

V. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

1. In a Sale Scenario:

On the OpCo Plan Effective Date, (i) each Executory Contract and Unexpired Lease designated for assumption and assignment to a Purchaser in accordance with any Purchase Agreement shall be assumed by the applicable OpCo Debtor and assigned to the applicable Purchaser pursuant to the terms of the applicable Purchase Agreement and applicable orders of the Bankruptcy Court, and (ii) all Executory Contracts and Unexpired Leases not designated for assumption and assignment to the Purchaser in any Purchase Agreement shall be automatically rejected.

Each Executory Contract and Unexpired Lease assumed pursuant to this Article V.A.1 and assigned to a Purchaser, shall vest in and be fully enforceable by the applicable Purchaser in accordance with its terms, except as such terms are modified by the provisions of the OpCo Plan or any order of the Bankruptcy Court.

2. In a Stand-Alone Restructuring Scenario:

On the OpCo Plan Effective Date, except as otherwise provided in the OpCo Plan or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the OpCo Plan, all Executory Contracts and Unexpired Leases shall be deemed rejected under section 365 of the Bankruptcy Code, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, under section 365 of the Bankruptcy Code unless such Executory Contract or Unexpired Lease: (1) was previously assumed by an OpCo Debtor; (2) expired or was terminated pursuant to its own terms or by agreement of the parties thereto; (3) is the subject of a motion to assume filed by the OpCo Debtors on or before the date of entry of the applicable Confirmation Order; or (4) is listed on the Assumed Executory Contracts and Unexpired Leases List; provided, that that rejections of Unexpired Leases of non-residential real property shall be effective as of the later of (a) the OpCo Plan Effective Date and (b) the date on which the

leased premises are unconditionally surrendered to the landlord under such rejected Unexpired Lease.

Each Executory Contract and Unexpired Lease assumed pursuant to this Article V.A.2 of the OpCo Plan, shall re-vest in and be fully enforceable by the applicable Reorganized OpCo Debtor in accordance with its terms, except as such terms are modified by the provisions of the OpCo Plan or any order of the Bankruptcy Court.

B. Approval of Assumption, Assignment and Rejection

Entry of the Confirmation Order shall, subject to and upon the occurrence of the OpCo Plan Effective Date, constitute the Bankruptcy Court's approval of the assumptions, assignments or rejections, as applicable, of the Executory Contracts and Unexpired Leases under the OpCo Plan. Any motion of the OpCo Debtors to assume an Executory Contract or Unexpired Lease pending on the OpCo Plan Effective Date shall be subject to approval by the Bankruptcy Court by a Final Order.

Notwithstanding anything to the contrary in the OpCo Plan, the OpCo Debtors and the Reorganized OpCo Debtors, as applicable, reserve the right to amend, modify, or supplement the Assumed Executory Contracts and Unexpired Leases List to add or remove any Executory Contract or Unexpired Lease to such list at any time prior to the OpCo Plan Effective Date (or prior to such later date as may be designated in any Purchase Agreement, as applicable), subject to the consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders). The OpCo Debtors or the Reorganized OpCo Debtors shall provide notice of any amendments to the Assumed Executory Contracts and Unexpired Leases List to their counterparties affected thereby.

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

Unless otherwise provided by a Final Order, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases pursuant to the OpCo Plan, if any, must be Filed with the Bankruptcy Court within 30 days after the later of (1) the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection, (2) the effective date of such rejection, or (3) the OpCo Plan Effective Date. All Allowed Claims arising from the rejection of an OpCo Debtor's Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims against such OpCo Debtor.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time shall be automatically Disallowed, released, and discharged, and forever barred from assertion without the need for any objection or further notice to, or action, order, or approval of, the Bankruptcy Court or any other Person, any such Claim shall be released, and discharged, notwithstanding anything in the Schedules or any Proof of Claim to the contrary, and such Claim shall not be enforceable against the OpCo Debtors, the Reorganized OpCo Debtors, the OpCo Debtors' Estates, or the Wind-Down OpCo Debtor(s) as applicable, or their respective properties.

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

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the OpCo Plan shall be satisfied by the applicable OpCo Debtor(s) party to such Executory Contract or Unexpired Lease, pursuant to section 365(b)(1) of the Bankruptcy Code, (i) in a Stand-Alone Restructuring Scenario, by payment of the Cure Amount in Cash on the OpCo Plan Effective Date by the OpCo Debtors or on such other terms as the parties to such Executory Contracts or Unexpired Leases, with the consent of the Required Consenting Lenders, may agree and (ii) in a Sale Scenario, in accordance with the Assumption and Assignment Procedures and the terms of the applicable Purchase Agreement(s). In a Stand-Alone Restructuring Scenario, in the event of an unresolved dispute regarding (1) the amount of any payments to cure such a default, (2) the ability of the Reorganized OpCo Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code), or (3) any other matter pertaining to assumption, the payment of the Cure Amount required by section 365(b)(1) of the Bankruptcy Code shall be resolved by a Final Order.

At least seven (7) calendar days prior to the deadline to object to Confirmation of the OpCo Plan, the applicable OpCo Debtors shall serve on the applicable counterparties notices of proposed assumption and proposed Cure Amounts to be served on the applicable counterparties. **Any objection by a counterparty to an Executory Contract or Unexpired Lease to the proposed assumption or Cure Amount must be Filed and served to be actually received by the applicable OpCo Debtor(s) at least three (3) calendar days prior to the Confirmation Hearing.**

Any counterparty to an Executory Contract or Unexpired Lease designated for assumption that fails to object timely to the proposed assumption, Cure Amount or adequate assurance of future performance shall be deemed to have consented to all of the foregoing.

Assumption (or assumption and assignment, as applicable) of an Executory Contract or Unexpired Lease pursuant to the OpCo Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under such Executory Contract or Unexpired Lease at any time prior to the effective date of assumption. **Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.**

E. Preexisting Obligations under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease pursuant to the OpCo Plan or otherwise shall not constitute a termination of preexisting obligations owed to the applicable OpCo Debtor(s) thereunder. In particular, notwithstanding any non-bankruptcy law to the contrary, the Reorganized OpCo 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 on any goods previously purchased by the OpCo Debtors from a non-Debtor counterparty to a rejected Executory Contract or Unexpired Lease.

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

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

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

G. Reservation of Rights

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumed Executory Contracts and Unexpired Leases List, nor anything contained in the OpCo Plan, shall constitute an admission by the OpCo Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any OpCo Debtor has 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 OpCo Debtors or the Reorganized OpCo Debtors, as applicable, shall have 30 days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease under the OpCo Plan.

H. Nonoccurrence of the OpCo Plan Effective Date

In the event that the OpCo Plan 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 of nonresidnetial property pursuant to section 365(d)(4) of the Bankruptcy Code.

I. Contracts and Leases Entered Into After the Petition Date

Contracts and leases entered into by an OpCo Debtor after the Petition Date, as well as any Executory Contracts and Unexpired Leases assumed by an OpCo Debtor, shall be performed by the applicable OpCo Debtor, Reorganized OpCo Debtors, Purchaser(s), or OpCo Plan Administrator, as applicable, in the ordinary course of business. Such contracts and leases that are not rejected under the OpCo Plan shall survive and remain unaffected by entry of the Confirmation Order.

VI. PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed

Unless otherwise provided in the OpCo Plan, on the OpCo Plan Effective Date (or if a Claim is not an Allowed Claim on the OpCo Plan Effective Date, on the date that such Claim becomes an Allowed Claim), each holder of an Allowed Claim shall receive, subject to the provisions of Article VII hereof, the full amount of the distribution that the applicable OpCo Plan provides on account of Allowed Claims in the applicable Class. In the event that any payment or act under the OpCo 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. Except as otherwise provided in the OpCo Plan, holders of Allowed Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the OpCo Plan, regardless of whether such distributions are delivered on or after the OpCo Plan Effective Date.

B. Delivery of Distributions

1. Persons Responsible

Distributions under the OpCo Plan shall be made by (i) in a Sale Scenario, by the OpCo Plan Administrator or the OpCo Debtors and (ii) in a Stand-Alone Restructuring Scenario, by the Reorganized OpCo Debtors.

Except as otherwise provided herein, all distributions shall be made to the holders of Allowed Claims at the address for each such holder as indicated in the applicable OpCo Debtor's records as of the date of the relevant distribution; provided, however, that the address for each holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that holder; provided further, however, that the manner of distributions shall be determined at the discretion of the Reorganized OpCo Debtors or the OpCo Plan Administrator, as applicable.

2. Record Date for Distribution

On the OpCo Distribution Record Date, the Claims Register shall be closed with respect to Claims held against the OpCo Debtors and any party responsible for making distributions under the OpCo Plan shall be authorized and entitled to recognize only those record holders of such Claims that are listed on the Claims Register as of the close of business on the OpCo Distribution Record Date.

3. Minimum Distributions

Notwithstanding any other provision of the OpCo Plan, the Reorganized OpCo Debtors, the Wind-Down OpCo Debtor(s), or the OpCo Plan Administrator, as applicable, shall not be required to make distributions of less than $50 in value (whether Cash or otherwise), and each Claim to which this limitation applies shall be discharged, and its holder shall be forever barred pursuant to Article VIII of the OpCo Plan from asserting such Claim against the OpCo Debtors, their applicable Estates, the Reorganized OpCo Debtors, the Wind-Down OpCo Debtors, as applicable, or their respective property, as applicable.

4. No Fractional Distributions

No fractional shares of the New Reorganized OpCo Debtor Equity shall be distributed and no Cash shall be distributed in lieu of such fractional shares. When any distribution pursuant to the OpCo Plan on account of an Allowed Claim would otherwise result in the issuance of a number of shares of New Reorganized OpCo Debtor Equity that is not a whole number, the number of shares of New Reorganized OpCo Debtor Equity to be distributed shall be rounded as follows: (a) fractions of one-half (1/2) or greater shall be rounded to the next higher whole number and (b) fractions of less than one-half (1/2) shall be rounded to the next lower whole number. The total number of authorized shares or units of New Reorganized OpCo Debtor Equity to be distributed to holders of Allowed Prepetition OpCo First Lien Claims shall be adjusted as necessary to account for the foregoing rounding.

C. Distributions and Undeliverable or Unclaimed Distributions

In the event that a distribution to any holder of Allowed Claims is returned as undeliverable, no distribution to such holder shall be made unless and until the Reorganized OpCo Debtors or the OpCo Plan Administrator, as applicable, have determined the then-current address of such holder, at which time the distribution shall be made to such holder without interest; provided, however, that, at the expiration of six (6) months from the OpCo Plan Effective Date, any such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code. After such date, all unclaimed property shall automatically revert to the Reorganized OpCo Debtors or the Wind-Down OpCo Debtors, as applicable, without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any holder to such property shall be discharged and forever barred.

D. Surrender of Cancelled Instruments or Securities

On the OpCo Plan Effective Date or as soon as reasonably practicable thereafter, each holder of a certificate or instrument evidencing a Claim or an Interest that has been cancelled in accordance with Article IV.A.5 hereof shall be deemed to have surrendered such certificate or instrument. Such surrendered certificate or instrument shall be cancelled solely with respect to the applicable OpCo 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 or Interest, which shall continue in effect for purposes of allowing holders to receive distributions under the OpCo 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 Unimpaired under the OpCo Plan.

E. Compliance with Tax Requirements

The OpCo Debtors, Reorganized OpCo Debtors or Wind-Down OpCo Debtors, as applicable, shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, with respect to the distributions pursuant to the OpCo Plan, and all such distributions shall be subject to such withholding and reporting requirements. Notwithstanding any

provision in the OpCo Plan to the contrary, the Reorganized OpCo Debtors or the OpCo Plan Administrator shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the OpCo Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such compliance, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized OpCo Debtors and the OpCo Plan Administrator, as applicable, reserve the right to allocate all distributions made under the OpCo Plan in compliance with applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

F. Allocations

Distributions on account 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 accrued but unpaid prepetition interest.

G. No Postpetition Interest on Claims

Unless otherwise specifically provided for in the OpCo Plan or Confirmation Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any Claim, and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any such Claim.

H. Foreign Currency Exchange Rate

Except as otherwise provided in a Bankruptcy Court order, 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 published in *The Wall Street Journal*, National Edition, on the Petition Date.

I. Setoffs and Recoupment

Except as expressly provided in the OpCo Plan, each Reorganized OpCo Debtor or Wind-Down OpCo Debtor, as applicable, may, pursuant to section 553 of the Bankruptcy Code, set off and/or recoup against any OpCo Plan distributions to be made on account of an Allowed Claim any and all Claims, rights, and Causes of Action that such Reorganized OpCo Debtor or Wind-Down OpCo Debtor may hold against the holder of such Allowed Claim; provided, however, that neither the failure to effectuate a setoff or recoupment nor the allowance of any Claim shall constitute a waiver or release by a Reorganized OpCo Debtor, a Wind-Down OpCo Debtor or its successor of any and all Claims, rights, and Causes of Action that such Reorganized OpCo Debtor or Wind-Down OpCo Debtor may have against the applicable claimholder. In no event shall any holder of a Claim, notwithstanding any indication in such holder's Proof of Claim that such holder asserts, has, or intends to preserve any right of setoff or recoupment pursuant to section 553 of the Bankruptcy Code or otherwise, be entitled to set off or recoup its Claim against any claim, right, or Cause of Action of the OpCo Debtor, Reorganized OpCo Debtor or Wind-Down OpCo Debtor(s), as applicable, unless such holder has filed a motion with the Bankruptcy Court

requesting the authority to perform such setoff or recoupment on or before the Confirmation Date and such request has been granted.

J. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

To the extent the holder of a Claim receives payment in full on account of such Claim from a third party, such Claim shall be Disallowed and expunged from the Claims Register without an objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court. To the extent a holder of a Claim receives a distribution on account of such Claim and thereafter receives payment from a third party on account of such Claim, such holder shall, within two weeks of receipt of the latter, repay or return to the applicable Reorganized OpCo Debtor or Wind-Down OpCo Debtors, as applicable, the portion of the received Plan distribution, if any, by which its total recovery on account of the Claim exceeds the Allowed amount of such Claim.

2. Claims Payable by Third Parties

The availability, if any, of any insurance policy for the satisfaction of an Allowed Claim shall be determined by the terms of the applicable OpCo Debtor(s)'s insurance policies. To the extent that one or more of the OpCo Debtors' insurers agrees to satisfy in full or in part any Allowed Claim (if and to the extent adjudicated by a court of competent jurisdiction), then, immediately upon such insurers' agreement, the applicable portion of such Claim may be Disallowed and expunged from the Claims Register without an objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

Nothing contained in the OpCo Plan shall constitute or be deemed a waiver of any Claim or Cause of Action that any OpCo Debtor or any Person may hold against any insurer under any insurance policies, nor shall anything contained herein constitute a waiver by any insurer of any defenses, including coverage defenses.

VII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

A. Allowance of Claims

After the OpCo Plan Effective Date, the Reorganized OpCo Debtors and Wind-Down OpCo Debtors, as applicable, shall have and retain any and all rights and defenses the applicable OpCo Debtor had immediately before the OpCo Plan Effective Date. No Claim shall be deemed an Allowed Claim unless and until such Claim is Allowed under the OpCo Plan or under any order entered in the Chapter 11 Cases before the OpCo Plan Effective Date (including the Confirmation Order), when such order becomes a Final Order.

B. No Distributions Pending Allowance

If an objection to a Claim or a portion thereof is Filed, no distribution shall be made on account of such Claim or the applicable portion thereof unless and until such Disputed Claim becomes an Allowed Claim.

C. Claims Administration Responsibilities

Except as otherwise specifically provided in the OpCo Plan, after the OpCo Plan Effective Date, the Reorganized OpCo Debtors and the OpCo Plan Administrator, as applicable, shall have the authority to: (1) File, withdraw, or litigate to judgment objections to Claims against the applicable Estate; (2) settle, compromise, or otherwise resolve Disputed Claims against the applicable Estate without any further notice to or action, order, or approval by the Bankruptcy Court; (3) administer any applicable Disputed Claims Reserve; and (4) administer and adjust the applicable Claims Register to reflect any settlements, compromises or Final Orders resolving Disputed Claims or the fact that any Claim has been paid or satisfied, or that any Proof of Claim that has been amended or superseded, cancelled or otherwise expunged (including pursuant to the OpCo Plan), in each case without any further notice to or action, order, or approval by the Bankruptcy Court.

D. OpCo Disputed Claims Reserve

In a Sale Scenario, on the OpCo Plan Effective Date, the OpCo Plan Administrator shall establish a reserve in the amount equal to the aggregate amount that would be distributable to holders of Disputed Claims against any of the OpCo Debtors if such Disputed Claims were Allowed Claims on the OpCo Plan Effective Date; provided, for the avoidance of doubt, the Reorganized OpCo Debtors shall not be required to reserve any amount on account of Disputed Claims which shall be satisfied, resolved, litigated, or otherwise disputed in the ordinary course of business.

To the extent any funds remain in the Disputed Claims Reserve after all Disputed Claims against any of the OpCo Debtors have been either Allowed and paid or Disallowed, such funds shall revert to the Wind-Down OpCo Debtors.

E. Estimation of Claims

Before or after the OpCo Plan Effective Date, the OpCo Debtors, Reorganized OpCo Debtors, or Wind-Down OpCo Debtor(s), as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to such Claim or during the appeal relating to such objection. Notwithstanding any provision in the OpCo Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or that otherwise has not yet been resolved by a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that

estimated amount shall constitute a maximum limitation on such Claim for all purposes under the OpCo Plan (including for purposes of distributions), and the relevant OpCo Debtor, Reorganized Debtor or Wind-Down OpCo Debtor, as applicable, may elect to pursue a supplemental proceeding to object to any ultimate allowance of such Claim.

F. Time to File Objections to Claims

Any objections to Claims shall be Filed on or before the later of (1) 180 days after the OpCo Plan Effective Date and (2) such other period of limitation as may be fixed by the Bankruptcy Court.

G. Disallowance of Claims

Any Claims held by Persons from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code, or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Person have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, from that Person have been turned over or paid to the Reorganized OpCo Debtors or Wind-Down OpCo Debtors, as applicable.

All Claims Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the OpCo Plan Effective Date, without any further notice to or action, order, or approval of the Bankruptcy Court.

The OpCo Debtors are not establishing a bar date for OpCo General Unsecured Claims as such Claims are Unimpaired under the OpCo Plan.

H. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of the OpCo Plan. As soon as practicable after the date that the order allowing a Disputed Claim becomes a Final Order, the Reorganized OpCo Debtors, the Wind-Down OpCo Debtor(s) or OpCo Plan Administrator, as applicable, shall provide to the holder of such Claim the distribution (if any) to which such holder is entitled, without interest, dividends, or accruals to be paid on account of such Claim unless required under applicable bankruptcy law.

VIII. RELEASES, INJUNCTION AND RELATED PROVISIONS

A. OpCo Plan Releases, Injunction and Related Provisions

1. Discharge of Claims and Termination of Interests in the OpCo Debtors

In the Stand-Alone Restructuring Scenario or any Sale Scenario involving a Plan Sponsor, upon entry of the Confirmation Order, and except as otherwise provided in the OpCo Plan, the OpCo Debtors shall be discharged to the fullest extent permitted by section 1141(d) of the

Bankruptcy Code. The Confirmation Order shall be a judicial determination of the discharge of all Claims against, and Interests in, the OpCo Debtors subject to the occurrence of the OpCo Plan Effective Date.

In a Sale Scenario (other than a Sale Scenario involving a Plan Sponsor), pursuant to the provisions of section 1141(d)(3) of the Bankruptcy Code, the OpCo Debtors shall not be entitled to a discharge and shall be wound down as set forth in the OpCo Plan and the OpCo Plan Administrator Agreement.

2. **Releases by the OpCo Debtors**

Notwithstanding anything in the OpCo Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the OpCo Plan Effective Date, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released by each of the OpCo Debtors, their respective Estates, and any Person seeking to exercise the rights of any of the OpCo Debtors or their Estates (including any successors to any of the OpCo Debtors or their Estates or any estate representatives appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code), in each case, on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Persons who may purport to assert any Cause of Action, derivatively, by, through, for, or because of any of the foregoing Persons, from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, contingent or non-contingent, in law, equity, contract, tort or otherwise, that any of the OpCo Debtors, their Estates, the Reorganized OpCo Debtors or Wind-Down OpCo Debtor(s), as applicable, or any successors to or representatives of the foregoing appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, would have been legally entitled to assert in their own right (whether individually or collectively) or that any holder of any Claim against or any Interest in, any of the OpCo Debtors could have asserted on behalf of any of the OpCo Debtors or their Estates, based on, relating to, or in any manner arising from, in whole or in part, any of the OpCo Debtors (including the capital structure, management, ownership, or operations thereof), any Security of any of the OpCo Debtors, the subject matter of, or the transactions or events giving rise to, any such Claim, Cause of Action or Interest, the business or contractual arrangements between any OpCo Debtor and a Released Party, the Prepetition OpCo First Lien Credit Agreement, any of the OpCo Debtors' restructuring efforts, any Avoidance Actions held by any of the OpCo Debtors or their Estates, any intercompany transactions performed by any of the OpCo Debtors, the OpCo Debtors' Chapter 11 Cases (including the Filing thereof and any relief obtained by the OpCo Debtors therein), the formulation, preparation, dissemination, negotiation, or Filing of the OpCo Plan (including the Plan Supplement), the Restructuring Support Agreement, the Disclosure Statement, the Bidding Procedures Order (and the procedures approved thereby), or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document or other agreement contemplated by the OpCo Plan or the reliance by any Released Party on the OpCo Plan or the Confirmation Order with respect to the OpCo Plan in lieu of such legal opinion) created or entered into in connection with the OpCo Plan, the

Restructuring Support Agreement, the Bidding Procedures Order before or during the Chapter 11 Cases, the solicitation of votes on the OpCo Plan, the pursuit of Confirmation of the OpCo Plan, the pursuit of Consummation of the OpCo Plan, the implementation of the OpCo Plan, including the issuance or distribution of Securities or any other property pursuant to the OpCo Plan, or any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the OpCo Plan Effective Date other than Claims and liabilities resulting therefrom arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, in each case, solely to the extent determined by a Final Order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-OpCo Plan Effective Date Claims or obligations of any Person under the OpCo Plan, the Confirmation Order with respect to the OpCo Plan, any Restructuring Transaction, any Definitive Document, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the OpCo Plan.

3. **Releases by Holders of Claims Against and Interests In the OpCo Debtors**

Except as otherwise expressly set forth in the OpCo Plan or the Confirmation Order, on and after the OpCo Plan Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released by each Releasing Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, contingent or non-contingent, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of the OpCo Debtors, that such Person would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, any of the OpCo Debtors (including the capital structure, management, ownership, or operation thereof), any security of any of the OpCo Debtors or any of the Reorganized OpCo Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the OpCo Plan, the business or contractual arrangements between any OpCo Debtor and any Released Party, the Prepetition OpCo First Lien Credit Facility, the assertion or enforcement of rights and remedies against any of the OpCo Debtors, the OpCo Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions held by any of the OpCo Debtor(s) or their Estates, intercompany transactions between or among an OpCo Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Restructuring Support Agreement, the Disclosure Statement, the Bidding Procedures Order, the OpCo Plan (including, for the avoidance of doubt, the Plan Supplement), or any Restructuring Transaction contemplated by the OpCo Plan, contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the Bidding Procedures Order, the OpCo Plan, the Plan Supplement, whether before or during the Chapter 11 Cases, the Filing of the OpCo Debtors' Chapter 11 Cases, the Disclosure Statement or the OpCo Plan, the solicitation of votes with respect to the OpCo Plan, the pursuit of Confirmation of the OpCo Plan, the pursuit of Consummation of the OpCo Plan, the administration and

implementation of the OpCo Plan, including the issuance or distribution of securities pursuant to the OpCo Plan, or the distribution of property under the OpCo Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the OpCo Plan Effective Date, other than Claims and liabilities resulting therefrom arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, each solely to the extent as determined by a Final Order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any party of any obligations related to customary banking products, banking services or other financial accommodations (except as may be expressly amended or modified by the OpCo Plan or any other financing document under and as defined therein) or (ii) any post-OpCo Plan Effective Date obligations of any Person under the OpCo Plan, the Confirmation Order, any Stand-Alone Restructuring Transaction, any Definitive Document or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the OpCo Plan, including the OpCo Exit Facility Documents, if any, the Purchase Agreement(s), if any, or any Claim or obligation arising under the OpCo Plan.

4. **Exculpation from Claims Relating to the OpCo Plan**

Except as otherwise specifically provided in the OpCo Plan or the Confirmation Order with respect to the OpCo Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby exculpated from, any Claims and Causes of Action related to any act or omission occurring between the Petition Date and the OpCo Plan Effective Date in connection with, relating to, or arising out of, the OpCo Debtors Chapter 11 Cases (including the Filing hereof), the formulation, preparation, dissemination, negotiation, Filing, or termination of the Restructuring Support Agreement, the OpCo Plan, the Disclosure Statement, the Bidding Procedures Order, any contract, instrument, release or other agreement or document created or entered into in connection with the OpCo Debtors' Chapter 11 Cases, whether or not included in the Plan Supplement or constituting a Definitive Document, the Restructuring Transaction contemplated by the OpCo Plan, and any prepetition transactions relating to any of the foregoing, including any allegedly preferential or fraudulent transfer, or another claim arising under chapter 5 of the Bankruptcy Code or other applicable law, the pursuit of Confirmation of the OpCo Plan, the pursuit of Consummation of the OpCo Plan, the administration and implementation of the OpCo Plan, including the issuance and distribution of Securities pursuant to the OpCo Plan, or the distribution of property under the OpCo Plan, the OpCo Exit Facility Documents, or any Purchase Agreement(s), or any other related act or omission, transaction, event, or other occurrence taking place on or before the OpCo Plan Effective Date, except for Claims and liabilities resulting therefrom related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by an Exculpated Party.

The Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the OpCo Plan in all respects.

5. **Injunction**

Except as otherwise expressly provided in the OpCo Plan or the Confirmation Order with respect to the OpCo Plan, all Persons who have held, hold, or may hold any Claims or Causes of Action against, or Interests in, any of the OpCo Debtors that have been released, discharged, or are subject to release or exculpation hereunder are permanently enjoined, from and after the OpCo Plan Effective Date, from taking any of the following actions against any of the OpCo Debtors, the Reorganized OpCo Debtors, the Wind-Down OpCo Debtor(s), as applicable, or any of the other Exculpated Parties or any of the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with any such Claim, Cause of Action or Interest; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against any of the Exculpated Parties or Released Parties on account of or in connection with any such Claim, Cause of Action or Interest; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against any of the Exculpated Parties, Released Parties or their property on account of or in connection with or with respect to any such Claim, Cause of Action or Interest; and (4) asserting any right of setoff or subrogation against any obligation due from any of the Exculpated Parties, Released Parties or against their property on account of or in connection with any such Claim, Cause of Action or Interest unless, with respect to setoff, such holder has Filed a motion requesting the right to perform such setoff on or before the OpCo Plan Effective Date or Filed a Proof of Claim that asserts or preserves any such right, and until such motion has been granted or the Filed Proof of Claim is allowed.

Upon entry of the Confirmation Order with respect to the OpCo Plan, all holders of Claims and Causes of Action against, and Interests in, any of the OpCo Debtors and their respective Related Parties shall be enjoined from taking any actions to interfere with the implementation of the OpCo Plan or any Sale Transaction(s) (if applicable).

B. Certain Exclusions

Notwithstanding anything contained in the OpCo Plan to the contrary and without implication that the contrary would otherwise be true, (i) no release granted in the OpCo Plan shall release any Claims or Causes of Action held by Holdings against any Person (other than the OpCo Debtors as provided in Section VIII of the OpCo Plan) and (ii) no release granted in the OpCo Plan shall release Holdings from any Claims or Causes of Action held by any of the OpCo Debtors or their Estates against Holdings (including on account of any amounts paid to or on behalf of Holdings by any of the OpCo Debtors), provided that nothing in the immediately preceding clause (ii) shall affect any release of any Claims or Causes of Action provided in the OpCo Plan for the benefit of any of the Released Parties or any injunction related thereto under the OpCo Plan.

Notwithstanding anything contained in this OpCo Plan to the contrary, (i) no Person who constitutes a member of the Consultant Carve-out Group shall constitute a member of the Trive Carve-out Group, (ii) no Person who constitutes a member of the Trive Carve-out Group shall constitute a member of the Consultant Carve-out Group, (iii) no Person referenced in any of clauses (b), (c), (d), (e), (h), (i), (j) of the definition of Releasing Party or any Related Party of any such Person referenced in any of such clauses shall constitute a member of the Trive Carve-out Group or a member of the Consultant Carve-out Group and (iv) nothing contained in this OpCo Plan shall (1) release or discharge any Cause of Action that (I) any member of the Consultant Carve-out

Group may have against any member of the Trive Carve-out Group or (II) any member of the Trive Carve-out Group may have against any member of the Consultant Carve-out Group, (2) otherwise enjoin, prevent or prohibit any member of the Consultant Carve-out Group from suing, or from bringing, asserting or otherwise pursuing any Cause of Action against, any member of the Trive Carve-out Group or (3) otherwise enjoin, prevent or prohibit any member of the Trive Carve-out Group from suing, or from bringing, asserting or otherwise pursuing any Cause of Action against, any member of the Consultant Carve-out Group.

C. Protections Against Discriminatory Treatment

To the maximum extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the U.S. Constitution, all Persons, including all Governmental Units, shall not discriminate against the Reorganized OpCo Debtors or Wind-Down OpCo Debtor(s), as applicable, 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 Reorganized OpCo Debtors or Wind-Down OpCo Debtor(s), as applicable, or another Person with whom the Reorganized OpCo Debtors or Wind-Down OpCo Debtor(s), as applicable, have been associated, solely because the relevant Debtor has been a debtor under chapter 11 of the Bankruptcy Code, was insolvent before the commencement of or during the OpCo Debtors' Chapter 11 Cases, or did not pay a debt that is discharged hereunder.

D. Document Retention

On and after the OpCo Plan Effective Date, the Reorganized OpCo Debtors, or the Wind-Down OpCo Debtor(s), as applicable, may maintain documents in accordance with their prepetition standard document retention policy, as may be altered, amended, modified, or supplemented.

E. Term of Injunctions or Stays

Unless otherwise provided in the OpCo 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 in effect on the applicable Confirmation Date (excluding any injunctions or stays contained in the OpCo Plan or the Confirmation Order), shall remain in full force and effect until the OpCo Plan Effective Date. All injunctions or stays contained in the OpCo Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

F. Unknown Claims

The waivers and releases provided in this OpCo Plan are intended to include both known and unknown Claims and Causes of Action. The OpCo Debtors and the other Releasing Parties understand that they may later discover Claims, Causes of Action or facts that may be different than, or in addition to, those which the OpCo Debtors or any other Releasing Party now knows or believes to exist with respect to the OpCo Debtors, and which, if known at the OpCo Plan Effective Date may have materially affected the decision of the OpCo Debtors and any other Releasing Party to enter into it. Nevertheless, the OpCo Debtors and the Releasing Parties hereby waive any right, Causes of Action or Claim that might arise as a result of such different or additional Claims, Causes

of Action or facts. The OpCo Debtors and the Releasing Parties are aware of, read, understand and have been fully advised by their attorneys as to the contents of the provisions of California Civil Code Section 1542 and any other similar state, federal or foreign law and hereby expressly waive any and all rights, benefits and protections of such Section 1542 and each such other similar law, which provides:

> **"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."**

IX. CONDITIONS PRECEDENT TO CONSUMMATION OF THE OPCO PLAN

A. [Reserved.]

B. Conditions Precedent to the Effective Date for the OpCo Plan

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

1. The Restructuring Support Agreement shall remain in full force and effect and shall not have been terminated, no termination event thereunder shall have occurred, and there shall be no default thereunder;

2. The Bankruptcy Court shall have entered the OpCo DIP Orders, and the OpCo Final DIP Order shall be in full force and effect;

3. The Bankruptcy Court shall have approved the Disclosure Statement, which may be approved by the Confirmation Order, with respect to the OpCo Plan;

4. The Confirmation Order approving the OpCo Plan, in form and substance consistent in all respects with the Restructuring Support Agreement and otherwise in form and substance reasonably acceptable to the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), shall be a Final Order and shall:

   (a) Authorize the OpCo Debtors 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 the OpCo Plan;

   (b) Authorize the OpCo Debtors, if applicable, to execute and deliver all Purchase Agreements, if any;

   (c) Decree the provisions in the Confirmation Order with respect to the OpCo Plan and the OpCo Plan to be non-severable and mutually dependent;

(d) Authorize the Reorganized OpCo Debtors or Wind-Down OpCo Debtor(s), as applicable, to: (i) implement the Restructuring; (ii) make all distributions required under the OpCo Plan, including any Cash, the New Reorganized OpCo Debtor Equity, and the OpCo Exit Facility, in each case, as applicable; and (iii) enter into any applicable agreements, transactions, and sales of property as set forth in the Plan Supplement as applicable to the OpCo Debtors and the OpCo Plan; and

(e) Authorize the implementation of the OpCo Plan in accordance with its terms;

5. The final version of each Definitive Document, including each document contained in the Plan Supplement, to the extent applicable to the OpCo Plan (including any exhibits, amendments, modifications, or supplements thereto) shall (a) be in form and substance consistent in all material respects with the Restructuring Support Agreement (including the Supplemental Implementation Term Sheet) and otherwise approved by the applicable parties thereto consistent with their respective consent and approval rights as set forth in the Restructuring Support Agreement, (b) 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, if applicable, and (c) shall be adopted on terms consistent with the Restructuring Support Agreement (including the Supplemental Implementation Term Sheet);

6. All authorizations, consents, regulatory approvals, rulings, actions, documents and agreements necessary to implement and consummate the applicable Restructuring Transactions shall have been obtained, effected and executed;

7. In a Stand-Alone Restructuring Scenario, all conditions precedent to the effectiveness of the OpCo Exit Facility shall have been satisfied or duly waived, and the OpCo Exit Facility, including the OpCo Exit Facility Documents, in form and substance reasonably acceptable to the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders);

8. In a Sale Scenario, all conditions precedent (except for the occurrence of the OpCo Plan Effective Date) to the closing under each Purchase Agreement have been satisfied or waived in accordance therewith;

9. In a Stand-Alone Restructuring Scenario or a Sale Scenario involving the sale of equity in the Reorganized OpCo Debtors, the New Reorganized OpCo Debtor Equity shall have been issued;

10. The OpCo Professional Fee Escrow shall have been established and funded in accordance with Article II.B hereof; and

11. All Restructuring Expenses allocable to the OpCo Debtors pursuant to the Restructuring Support Agreement and the OpCo Plan and all fees and expenses payable under the OpCo DIP Orders for the OpCo Debtors shall have been paid in full.

C. Waiver of Conditions

The conditions to the occurrence of the OpCo Plan Effective Date set forth in this Article IX may be waived by the OpCo Debtors, with the prior written consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), without notice to, action, or approval of the Bankruptcy Court or any formal action other than proceeding to confirm or consummate the OpCo Plan.

D. Substantial Consummation

Substantial Consummation of the OpCo Plan shall be deemed to occur on the OpCo Plan Effective Date.

E. Effect of Failure of Conditions

If the Consummation of the OpCo Plan does not occur, the OpCo Plan shall be null and void in all respects and nothing contained in the OpCo Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by the applicable OpCo Debtor or any other Person, or any Claims or Interests by any holders thereof; (2) prejudice in any manner the rights of each applicable OpCo Debtor, any holders, or any other Person; or (3) constitute an admission, acknowledgment, offer or undertaking by the applicable OpCo Debtors, any holders, or any other Person 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.

X. MODIFICATION, REVOCATION OR WITHDRAWAL OF THE OPCO PLAN

A. Sale Transaction(s)

The OpCo Plan contemplates the possibility of the Sale Transaction(s). If the Sale Transaction(s) occur(s), the OpCo Debtors may or may not File a modified Plan (including any necessary conforming and immaterial changes thereto), in form and substance acceptable to the Required Consenting Prepetition Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) and, absent repayment in full in Cash of the OpCo DIP Facility, the Required OpCo DIP Lenders, evidencing the Sale Transaction(s). Subject to the consent of the Required Consenting Prepetition Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) and, absent repayment in full in Cash of the OpCo DIP Facility, the Required OpCo DIP Lenders, the OpCo Debtors shall not be required to make additional disclosures or re-solicit votes for such modified Plan pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

B. Modification and Amendments

Subject to the terms of the Restructuring Support Agreement and subject to the consent rights set forth in the Restructuring Support Agreement (which are incorporated herein pursuant to Article I.H of the OpCo Plan), except as otherwise specifically provided in the OpCo Plan, the OpCo Debtors reserve the right to modify the OpCo Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not re-solicit votes on such modified OpCo Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those

restrictions on modifications set forth in the OpCo Plan), the OpCo Debtors expressly reserve their rights to revoke or withdraw, to alter, amend or modify the OpCo Plan with respect to any OpCo Debtor, one or more times, before or after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend or modify the OpCo Plan, or remedy any defect or omission or reconcile any inconsistencies in the OpCo Plan, the Disclosure Statement or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the OpCo Plan.

C. Effect of Confirmation on Modifications

Entry of the Confirmation Order shall mean that all modifications or amendments to the OpCo Plan since the solicitation of votes thereon are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation.

D. Revocation or Withdrawal of Plan

Subject to the terms of the Restructuring Support Agreement, the OpCo Debtors reserve the right to revoke or withdraw the OpCo Plan before the Confirmation Date and to file other plan(s) of reorganization. If the OpCo Debtors revoke or withdraw the OpCo Plan or if Confirmation or Consummation of the OpCo Plan does not occur, then: (1) the OpCo Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the OpCo Plan, the assumption or rejection of any Executory Contracts or Unexpired Leases under the OpCo Plan, and any document or agreement executed pursuant to the OpCo Plan, shall be deemed null and void; and (3) nothing contained in the OpCo Plan shall: (a) constitute a waiver or release of any Claim against or Interest in the applicable OpCo Debtor(s); (b) prejudice in any manner the rights of the applicable OpCo Debtor(s), any holder of any Claim against or Interest in such OpCo Debtor(s), or any other Person; or (c) constitute an admission, acknowledgement, offer or undertaking of any sort by any of the foregoing.

XI. RETENTION OF JURISDICTION

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

1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of, any Claim, 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;

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;

3. Resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease, the determination of any Claim arising

therefrom, including the Cure Amounts, or any other matter related to Executory Contracts and Unexpired Leases; (b) the amending, modifying, or supplementing, after the OpCo Plan Effective Date, of the Assumed Executory Contracts and Unexpired Leases List; and (c) any dispute regarding whether a contract or lease is or was executory, expired, or terminated;

4. Ensure that distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the OpCo Plan;

5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested or any other matters, and grant or deny any applications pending on the OpCo Plan 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 or appropriate to execute, implement, or consummate the provisions of the OpCo Plan and of all contracts, instruments, releases, and other agreements or documents created in connection with the OpCo Plan, including the Restructuring Support Agreement and the documents comprising the Plan Supplement;

8. Resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with Consummation, including interpretation or enforcement of the OpCo Plan, any Person's obligations incurred in connection with the OpCo Plan, or, as applicable, the OpCo Exit Facility or the Purchase Agreement(s);

9. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Person with Consummation or enforcement of the OpCo Plan;

10. Resolve any cases, controversies, suits, disputes or Causes of Action with respect to the releases, injunctions, exculpations, and other provisions contained in Article VIII of the OpCo Plan, and enter such orders as may be necessary or appropriate to enforce or implement such releases, injunctions, exculpations, and other provisions;

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

12. Determine any other matters that may arise in connection with or relate to the OpCo Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the OpCo Plan;

13. Adjudicate any and all disputes arising from or relating to distributions under the OpCo Plan;

14. Consider any modifications of the OpCo Plan to cure any defect or omission or to reconcile any inconsistency in the Confirmation Order;

15. Determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;

16. Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the OpCo Plan, the Confirmation Order, or the Restructuring, including disputes arising under agreements, documents, or instruments executed in connection with the OpCo Plan or the Restructuring, whether they arise before, on or after the OpCo Plan Effective Date;

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

18. Enforce and interpret all orders entered by the Bankruptcy Court in the Chapter 11 Cases;

19. Hear any other matter not inconsistent with the Bankruptcy Code; and

20. Enter an order or final decree closing any of the Chapter 11 Cases.

XII. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article IX and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the OpCo Plan Effective Date, the terms of the OpCo Plan and the documents contained in the Plan Supplement, shall be immediately effective and enforceable and deemed binding upon the OpCo Debtors, the Reorganized OpCo Debtors, or the Wind-Down OpCo Debtor(s), as applicable, and any and all holders of Claims against and Interests in the OpCo Debtors (irrespective of whether their Claims or Interests are Allowed or whether they have accepted the OpCo Plan), all Persons that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the OpCo Plan, each Person acquiring property under the OpCo Plan and any and all non-Debtor counterparties to the Executory Contracts and Unexpired Leases.

B. Additional Documents

On or before the OpCo Plan Effective Date, and subject to the terms of the Restructuring Support Agreement, including the consent rights set forth therein, the OpCo Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the OpCo Plan. The OpCo Debtors, the Reorganized OpCo Debtors or the Wind-Down OpCo Debtor(s), as applicable, all holders of Allowed Claims receiving distributions under the OpCo Plan, and all other parties in interest may, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the OpCo Plan.

C. Payment of Statutory Fees

All fees due and payable by the OpCo Debtors' Estates pursuant to section 1930 of Title 28 of the U.S. Code, together with the statutory rate of interest set forth in section 3717 of Title 31 of the U.S. Code to the extent applicable ("Quarterly Fees") prior to the OpCo Plan Effective Date shall be paid by the OpCo Debtors on the OpCo Plan Effective Date. After the OpCo Plan

Effective Date, the OpCo Debtors and the Reorganized OpCo Debtors shall be jointly and severally liable to pay any and all Quarterly Fees when due and payable. The OpCo Debtors shall file all monthly operating reports due prior to the OpCo Plan Effective Date when they become due, using UST Form 11-MOR. After the OpCo Plan Effective Date, each of the Reorganized OpCo Debtors shall file with the Bankruptcy Court separate UST Form 11-PCR reports when they become due. Each and every one of the OpCo Debtors and the Reorganized OpCo Debtors shall remain obligated to pay Quarterly Fees to the Office of the U.S. Trustee until the earliest of that particular OpCo 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 Claim in the case, and shall not be treated as providing any release under the OpCo Plan.

D. Statutory Committee and Cessation of Fee and Expense Payment

If any statutory committee is appointed in the OpCo Debtors' Chapter 11 Cases, such committee shall dissolve on the OpCo Plan Effective Date and the members thereof shall be released and discharged from all rights and duties related to the OpCo Debtors' Chapter 11 Cases, except for the filing of applications for compensation. Neither the Reorganized OpCo Debtors nor the Wind-Down OpCo Debtor(s), as applicable, shall be responsible for paying any fees or expenses incurred by any statutory committees after the OpCo Plan Effective Date.

E. Reservation of Rights

Except as expressly set forth herein, the OpCo Plan shall have no force or effect unless the Bankruptcy Court enters the Confirmation Order confirming the OpCo Plan and the Confirmation Order shall have no force or effect if the OpCo Plan Effective Date does not occur. None of the Filing of the OpCo Plan, any statement or provision contained in the OpCo Plan or the taking of any action by any OpCo Debtor with respect to the OpCo Plan, the Disclosure Statement or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any OpCo Debtor or any holder of a Claim or Interest unless and until the OpCo Plan Effective Date has occurred.

F. Successors and Assigns

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

G. Notices

To be effective, all notices, requests and demands shall be in writing (including by e-mail or facsimile 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 fascimile transmission, when received and telephonically confirmed, addressed to the following:

1. <u>If to the OpCo Debtors, to</u>:

Lucky Bucks, LLC

5820 Live Oak Parkway, Suite 300
Norcross, GA 30071
with copies to:

Milbank LLP
55 Hudson Yards
New York, New York 10001
Attention: Dennis F. Dunne and Tyson Lomazow
E-mail address: Ddunne@milbank.com; TLomazow@Milbank.com

- and –

Richards, Layton & Finger, P.A.
One Rodney Square, 920 North King Street
Wilmington, Delaware 19801
Attn: Russell C. Silberglied and David T. Queroli
E-mail address: silberglied@rlf.com; queroli@rlf.com

2. If to the Consenting Lenders, to:

Akin Gump Strauss Hauer and Feld LLP
One Bryant Park
New York, New York 10036
Attention: Phillip Dublin, Sara Brauner, Anna Kordas
E-mail address: pdublin@akingump.com; sbrauner@akingump.com; akordas@akingump.com

3. If to the Consenting RC Ad Hoc Group Lenders:

Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020
Attn: Brett Rosenblatt (Brett.Rosenblatt@lw.com)
Adam Goldberg (Adam.Goldberg@lw.com)
Brian Rosen (Brian.Rosen@lw.com)

4. If to the Trive Sponsors:

Greenberg Traurig, LLP
77 W. Wacker Drive, Suite 310
Chicago, Illinois
Attn: Todd Mazur (mazurt@gtlaw.com)
Brian Greer (greerb@gtlaw.com)

5. If to a Consultant, to:

Shearman & Sterling LLP

599 Lexington Avenue
New York, NY 10022
Telephone: (212) 848-4000
Attention: Luckey McDowell (Luckey.McDowell@shearman.com)
Sara Coelho (Sara.Coelho@shearman.com)

If a Person wishes to continue to receive notices or documents after the OpCo Plan Effective Date, such Person must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the OpCo Plan Effective Date, the Reorganized OpCo Debtors, or the Wind-Down OpCo Debtor(s), as applicable, are authorized to limit the list of Persons receiving documents pursuant to Bankruptcy Rule 2002 to those Persons who have Filed such renewed requests in the applicable Chapter 11 Cases.

H. Entire Agreement

Except as otherwise indicated, the OpCo Plan, the Restructuring Support Agreement, the Plan Supplement, the Definitive Documents (in their final forms) and the Confirmation Order supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on the subjects covered thereby, all of which have become merged and integrated into the OpCo Plan and the Confirmation Order.

I. Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the OpCo Plan, as applicable, as if set forth in full in the OpCo 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 website of the Debtors' notice, claims, and balloting agent at https://dm.epiq11.com/luckybucks or the Bankruptcy Court's website at http://www.deb.uscourts.gov/. To the extent any exhibit or document is inconsistent with the terms of the OpCo Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the OpCo Plan shall control.

J. Non-Severability of OpCo Plan Provisions

The provisions of the OpCo Plan, including its release, injunction, exculpation and compromise provisions, are mutually dependent and non-severable, other than as described below. The Confirmation Order shall constitute a judicial determination, and shall provide, that each term and provision of the applicable OpCo Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the OpCo Plan and may not be deleted or modified without the consent of the OpCo Debtors, consistent with the terms set forth herein; and (3) non-severable and mutually dependent.

K. Closing of Chapter 11 Cases

The Reorganized OpCo Debtors or the OpCo Plan Administrator, as applicable, 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 necessary to close the Chapter 11 Cases.

L. Conflicts

Except as set forth in the OpCo Plan, to the extent that any provision of the Disclosure Statement, the Plan Supplement, or any other order (other than the Confirmation Order) referenced in the OpCo Plan (or any exhibits, schedules, appendices, supplements, or amendments to any of the foregoing), conflict with or are in any way inconsistent with any provision of the OpCo Plan, the OpCo Plan shall govern and control. In the event of an inconsistency between the Confirmation Order and the OpCo Plan, the Confirmation Order shall control.

[*Remainder of page intentionally left blank*]

Dated this July 21, 2023

*/s/ James Boyden*_____
James Boyden
Director and Executive Vice President