

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

In re:	)	
	)	Chapter 11
	)	
LUCKY BUCKS, LLC, <i>et al.</i> , ¹	)	Case No. 23-10758 (KBO)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Re: Docket Nos. 4, 5, 187, 191 & 213
	)	

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
ORDER CONFIRMING THE OPCO DEBTORS' JOINT CHAPTER 11
PLAN AND APPROVING THE DISCLOSURE STATEMENT AS
IT RELATES THERETO FOR CASE NOS. 23-10757 AND 23-10758²**

The OpCo Debtors having:

- a. entered into a Restructuring Support Agreement³ between Holdings, the OpCo 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;
- b. delivered, on June 8, 2023, notices, forms and ballots (collectively, the “Solicitation Packages”) for voting on the OpCo Plan, in accordance with which approximately 99% of the holders of Prepetition OpCo First Lien Claims in Class 3B voting on the OpCo Plan voted to accept the OpCo Plan, with such holders holding approximately 95% of the Prepetition OpCo First Lien Claims voting on the OpCo Plan;⁴
- c. commenced, beginning on June 8 and continuing on June 9, 2023 (the “Petition Date”), the Chapter 11 Cases by filing voluntary petitions for relief under chapter

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.

² This Order does not pertain to Case No. 23-10756, which is not covered by this Order.

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the *Joint Chapter 11 Plan of Lucky Bucks, LLC, Lucky Bucks HoldCo, LLC, and Lucky Bucks Holdings LLC* [Docket No. 5] (as amended, modified or supplemented from time to time in accordance with its terms and the terms of the Restructuring Support Agreement, including by that certain *First Amended Joint Chapter 11 Plan of Lucky Buck, LLC and Lucky Bucks HoldCo, LLC*, dated July 21, 2023 [Docket No. 187] (the “OpCo Plan”)).

⁴ Final Voting Report, Ex. A.

11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (this “Court”);

- d. continued to operate their businesses and manage their properties as debtors in possession in accordance with Bankruptcy Code sections 1107(a) and 1108;
- e. filed, on June 9, 2023, (i) the Plan, and (ii) the *Disclosure Statement for the Joint Chapter 11 Plan for Lucky Bucks, LLC, Lucky Bucks HoldCo, LLC, and Lucky Bucks Holdings LLC* [Docket No. 4] (the “Disclosure Statement”);
- f. filed, on June 9, 2023, the *Motion for Entry of an Order (I) Scheduling a Combined Hearing on Adequacy of Disclosure Statement and Confirmation of Prepackaged Plan; (II) Establishing the Plan and Disclosure Statement Objection Deadlines and Related Procedures; (III) Approving the Solicitation Procedures and Forms of Ballots; (IV) Approving the Form and Manner of Notice and Objection Procedures for the Assumption or Rejection of Executory Contracts and Unexpired Leases; (V) Directing that a Meeting of Creditors Not Be Convened; (VI) Waiving the Requirement of Filing Statements of Financial Affairs and Schedules of Assets and Liabilities; and (VII) Granting Related Relief* [Docket No. 20] (the “Scheduling Motion”);
- g. filed, on June 15, 2023, the *Notice of (I) Commencement of Bankruptcy Cases, (II) Combined Hearing on the Disclosure Statement, Confirmation of the Joint Prepackaged Chapter 11 Plan, and Related Matters, and (III) Related Objection and Briefing Deadlines* [Docket No. 110] (the “Combined Hearing Notice”), which contained notice of the commencement of the Chapter 11 Cases, the date and time set for the Combined Hearing (as defined below), and the deadline for filing objections to the OpCo Plan and/or the Disclosure Statement;
- h. served, on June 15, 2023, the Combined Hearing notice on all parties in interest (*see Certificate of Service* [Docket No. 143] (the “Combined Hearing Notice Certificate”));
- i. caused, on June 26, 2023, the Combined Hearing Notice to be published in the national edition of the New York Times (*see Certificate of Publication of Larnyce Tabron of the New York Times* [Docket No. 125] (the “Publication Notice Certificate” and, together with the Combined Hearing Notice Affidavit, the “Certificates”));
- j. requested from the GLC a renewal of Lucky Bucks’ Class B Master License through June 30, 2024, which renewal was announced as granted by the GLC on June 29, 2023;
- k. with the consent of the Required Consenting Prepetition Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), severed the OpCo Plan from the

Holdings Plan based on the outcome of this Court’s hearing held on June 30, 2023, and proceeded toward confirmation and effectiveness of the OpCo Plan separately and independent from the Holdings Plan;

- l. filed, on July 10, 2023, the *Notice of Filing of Plan Supplement for the OpCo Plan* (the “Initial Plan Supplement”) [Docket No. 146], and on July 21, 2023, the *Notice of Filing of Amendment to Plan Supplement* [Docket No. 183] (the “Plan Supplement Amendment” and, together with the Initial Plan Supplement, the “Plan Supplement”);
- m. caused to be filed, on July 19, 2023, the *Declaration of Stephenie Kjontvedt of Epiq Corporate Restructuring LLC Regarding the Solicitation and Tabulation of Ballots Cast on the First Amended Joint Chapter 11 Plan of Lucky Bucks, LLC, and Lucky Bucks, HoldCo, LLC* [Docket No. 176] (the “Final Voting Report”);
- n. filed, on July 19, 2023, the *OpCo Debtors’ Memorandum of Law in Support of an Order Approving the Disclosure Statement for, and Confirming, the First Amended Joint Chapter 11 Plan for Lucky Bucks, LLC and Lucky Bucks HoldCo, LLC* [Docket No. 179] (the “Confirmation Brief”);
- o. filed, on July 19, 2023, the *Declaration of Bo Yi in Support of Confirmation of Joint Chapter 11 Plan for Lucky Bucks, LLC and Lucky Bucks HoldCo, LLC* [Docket No. 177] (the “Yi Declaration”);
- p. filed, on July 19, 2023, the *Declaration of Keshav Lall in Support of Confirmation of First Amended Joint Chapter 11 Plan for Lucky Bucks, LLC and Lucky Bucks HoldCo, LLC* [Docket No. 178] (the “Lall Declaration”);
- q. filed, on July 19, 2023, the *Declaration of James Boyden in Support of Confirmation of the First Amended Joint Chapter 11 Plan for Lucky Bucks, LLC and Lucky Bucks HoldCo, LLC* [Docket No. 175] (the “Boyden Declaration” and, together with the Final Voting Report, Confirmation Brief, Yi Declaration and Lall Declaration, collectively, the “Confirmation Documents”).

This Court having:

- a. entered, on June 15, 2023, an order [Docket No. 109] (the “Scheduling Order”) approving the relief requested in the Scheduling Motion as it pertains to the OpCo Plan including, among other things, the solicitation procedures (the “Solicitation Procedures”) and the related Solicitation Packages used for voting on the OpCo Plan;
- b. authorized June 8, 2023 at 8:00 p.m. (prevailing Eastern Time) as the deadline for voting on the OpCo Plan;

- c. set July 17, 2023 as the deadline for filing objections to the OpCo Plan and/or the Disclosure Statement (the “OpCo Plan Objection Deadline”);
- d. set July 24, 2023 at 9:30 a.m. (prevailing Eastern Time) as the date and time for the commencement of the combined hearing on final approval of the Disclosure Statement as it pertains to the OpCo Plan and confirmation of the OpCo Plan (the “Combined Hearing”), in accordance with Bankruptcy Rules 3017 and 3018 and Bankruptcy Code sections 1126, 1128 and 1129;
- e. reviewed the OpCo Plan and Disclosure Statement, the Plan Supplement, the Combined Hearing Notice, the Final Voting Report, the Confirmation Documents, and all pleadings, exhibits, declarations, affidavits, statements, responses and comments regarding approval of the Disclosure Statement solely with respect to the OpCo Plan and confirmation of the OpCo Plan, including any objections, statements, and reservations of rights filed by parties in interest on the docket of these Chapter 11 Cases;
- f. held the Combined Hearing as it pertains to the OpCo Plan and the Disclosure Statement as it pertains to the OpCo Plan;
- g. heard the statements and arguments made by counsel to the Debtors and other parties in interest in respect of confirmation of the OpCo Plan and final approval of the Disclosure Statement solely with respect to the OpCo Plan;
- h. considered all oral representations, live testimony, written direct testimony, exhibits, documents, filings, and other evidence presented at the Combined Hearing;
- i. made rulings on the record at the Combined Hearing;
- j. overruled any and all objections to approval of the Disclosure Statement solely with respect to the OpCo Plan and to confirmation of the OpCo Plan and overruled all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated herein; and
- k. taken judicial notice of all papers and pleadings filed in the OpCo Debtors’ Chapter 11 Cases.

NOW, THEREFORE, this Court having found that notice of the Combined Hearing as it pertains to the OpCo Debtors and the opportunity for any party in interest to object to confirmation of the OpCo Plan and final approval of the Disclosure Statement solely with respect to the OpCo Plan have been adequate and appropriate as to all parties affected or to be affected by the

Disclosure Statement (solely as it relates to the OpCo Plan), the OpCo Plan and the Restructuring Transactions contemplated by the OpCo Plan; and this Court having considered the record in the OpCo Debtors' Chapter 11 Cases, the documents filed in support of the approval of the Disclosure Statement solely with respect to the OpCo Plan and confirmation of the OpCo Plan, the compromises, settlements, releases, exculpations, and injunctions embodied in and contemplated by the OpCo Plan, the arguments regarding approval of the Disclosure Statement solely with respect to the OpCo Plan and confirmation of the OpCo Plan, the evidence regarding approval of the Disclosure Statement solely with respect to the OpCo Plan and confirmation of the OpCo Plan; and the Combined Hearing solely with respect to the OpCo Plan and the Disclosure Statement as it pertains to the OpCo Plan having been held on July 24, 2023; and after due deliberation, and based upon the additional findings of fact and conclusions of law on the record pursuant to Bankruptcy Rule 7052, which are incorporated herein, it is HEREBY DETERMINED, FOUND, ADJUDGED, DECREED, AND HELD THAT:⁵

A. Jurisdiction and Venue

1. Venue in this Court was proper as of the Petition Date and continues to be proper under 28 U.S.C. §§ 1408 and 1409. Approval of the Disclosure Statement solely with respect to the OpCo Plan and confirmation of the OpCo Plan are core proceedings under 28 U.S.C. § 157(b)(2). This Court has subject matter jurisdiction over this matter under 28 U.S.C. § 1334. This Court has exclusive jurisdiction to determine whether the Disclosure Statement, solely as it

⁵ The findings and conclusions set forth herein and on the record of the Combined Hearing as they pertain to the OpCo Plan and the Disclosure Statement solely as it pertains to the OpCo Plan constitute the Court's findings of fact and conclusions of law under Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following conclusions of law constitute findings of fact, or vice versa, they are adopted as such.

pertains to the OpCo Plan, and the OpCo Plan comply with the applicable provisions of the Bankruptcy Code and should be approved and confirmed, respectively, and to enter a final order with respect thereto.

B. Commencement of the Chapter 11 Cases

2. On the Petition Date, the OpCo Debtors commenced their Chapter 11 Cases. The OpCo Debtors have operated their businesses and managed their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. No request for the appointment of a chapter 11 trustee or examiner has been made in the OpCo Debtors' Chapter 11 Cases.

C. Eligibility for Relief

3. The OpCo Debtors are eligible debtors under Bankruptcy Code section 109. The OpCo Debtors are proper plan proponents under Bankruptcy Code section 1121(a). Pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the OpCo Debtors consent to entry of a final order by the Court in accordance with the terms set forth herein to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

D. Burden of Proof—Confirmation of the OpCo Plan

4. The OpCo Debtors, as proponents of the OpCo Plan, have met their burden of proving the applicable elements of Bankruptcy Code sections 1129(a) and 1129(b) by a preponderance of the evidence, which is the applicable evidentiary standard for confirmation of the OpCo Plan.

E. Notice

5. As evidenced by the Final Voting Report and the Certificates, the OpCo Debtors provided due, adequate and sufficient notice of both the Disclosure Statement as it pertains to the OpCo Plan and the OpCo Plan, the Combined Hearing as it pertains to the OpCo Plan and all of the other materials distributed by the OpCo Debtors in connection with confirmation of the OpCo Plan in compliance with the Bankruptcy Rules, including Bankruptcy Rules 2002(b), 3017, 3019, and 3020(b), the Local Rules and the procedures set forth in the Scheduling Order. The OpCo Debtors provided due, adequate and sufficient notice of the OpCo Plan Objection Deadline, any applicable bar dates and hearings described in the Scheduling Order in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Scheduling Order.

F. Voting

6. Votes to accept or reject the OpCo Plan have been solicited and tabulated fairly, in good faith and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, and the Scheduling Order. Class 1B, Class 2B and Class 4B are Unimpaired, presumed to accept the OpCo Plan and not entitled to vote on the OpCo Plan. Holders of Claims in Class 6B and holders of interests in Class 7B are either conclusively deemed to have accepted or rejected the OpCo Plan as to be determined by the OpCo Debtors with the consent of the Required Consenting Lenders (in consultation with the RC Ad Hoc Group Lenders), as applicable, and as a result are either Unimpaired or Impaired but not entitled to a recovery and are also not entitled to vote on the OpCo Plan. Class 5B and 8B are Impaired, deemed to reject the OpCo Plan, and not entitled to vote on the OpCo Plan. Class 3B overwhelmingly voted to accept the OpCo Plan. *See* Final Voting Report, Ex. A.

G. Approval of Disclosure Statement Solely with Respect to the OpCo Plan and Confirmation of the OpCo Plan

7. The Disclosure Statement, solely as it pertains to the OpCo Plan, contains (i) sufficient information of a kind necessary to satisfy the disclosure requirements of all applicable non-bankruptcy laws, rules, and regulations, including the Securities Act, and (ii) “adequate information” (as such term is defined in Bankruptcy Code section 1125(a) and used in Bankruptcy Code section 1126(b)(2)) solely with respect to the OpCo Debtors, the OpCo Plan, and the Restructuring Transactions contemplated therein, and is **APPROVED** under Bankruptcy Code section 1125 solely with respect to the OpCo Plan, and all objections, statements and reservations of rights with respect to the Disclosure Statement solely with respect to the OpCo Plan are overruled, to the extent not withdrawn or otherwise resolved as set forth herein.

8. The OpCo Plan is **CONFIRMED** pursuant to Bankruptcy Code section 1129. The terms of the OpCo Plan are incorporated by reference into, and are an integral part of, this Confirmation Order.

9. Any resolution or disposition of objections to confirmation of the OpCo Plan explained or otherwise ruled upon by this Court on the record at the Combined Hearing is hereby incorporated by reference into, and is an integral part of, this Confirmation Order. All parties had a full and fair opportunity to be heard on all issues raised by objections to confirmation of the OpCo Plan or approval of the Disclosure Statement solely with respect to the OpCo Plan. Any and all objections to confirmation of the OpCo Plan or approval of the Disclosure Statement solely with respect to the OpCo Plan that have not been withdrawn or resolved as of the entry of this Confirmation Order are hereby overruled on their merits. All withdrawn objections are deemed withdrawn with prejudice.

10. The documents contained in the Plan Supplement are integral to, and part of, the OpCo Plan and are approved by this Court, and the OpCo Debtors are authorized and directed to take all actions required or appropriate under the OpCo Plan and in all documents related to the OpCo Plan and the Restructuring Transactions contemplated thereby, including, for the avoidance of doubt, the transactions described more fully in Article IV of the OpCo Plan.

11. The terms of the OpCo Plan, the Plan Supplement and any exhibits thereto are incorporated herein by reference, and are nonseverable from, mutually dependent on, and an integral part of this Confirmation Order. The terms of the OpCo Plan, the Plan Supplement, and all exhibits thereto, and all other relevant and necessary documents shall be effective and binding as of the OpCo Plan Effective Date (unless (a) different date(s) is/are specified in the applicable foregoing documents, in which case the applicable terms shall be effective and binding on such date(s)) on the OpCo Debtors, any holder of a Claim against or Interest in the OpCo Debtors or their Estates, whether or not such holder's Claim or Interest is Impaired under the OpCo Plan and whether or not the holder of such Claim or Interest has accepted the OpCo Plan, and any other party in interest. The failure to specifically include or refer to any particular article, section or provision of the OpCo Plan, the Plan Supplement or any related document in this Confirmation Order does not diminish or impair the effectiveness or enforceability of such article, section or provision.

12. The compromises and settlements set forth in the OpCo Plan (including the Plan Supplement) are approved and will be effective immediately and binding on all parties in interest on the OpCo Plan Effective Date (unless (a) different date(s) is/are specified in the applicable

foregoing documents, in which case the applicable terms shall be effective and binding on such date(s)).

13. On the OpCo Plan Effective Date (unless (a) different date(s) is/are specified in the applicable foregoing documents, in which case the applicable terms shall be effective and binding on such date(s)), the OpCo Debtors are authorized to consummate the OpCo Plan and the Restructuring Transactions contemplated thereby, including the distributions of cash, securities, other consideration, and payment of fees contemplated thereby.

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

14. Except as otherwise previously approved by an order of this Court, entry of this Confirmation Order shall constitute an order, pursuant to Bankruptcy Code sections 365 and 1123, approving the assumptions or assumptions and assignments of each Executory Contract and Unexpired Lease listed on the Assumed Executory Contracts and Unexpired Leases List included in the Plan Supplement.⁶ Each such assumed Executory Contract and Unexpired Lease shall re-vest in and be fully enforceable by the applicable Reorganized OpCo Debtor on the OpCo Plan Effective Date in accordance with its terms, except as such terms are modified by the provisions of the OpCo Plan or any order of the Court. All Executory Contracts and Unexpired Leases not included on the Assumed Executory Contracts and Unexpired Leases List are deemed rejected.

15. To the maximum extent permitted by law, to the extent any provision (including, without limitation, any “change of control” provision) in any Executory Contract or Unexpired Lease assumed pursuant to the OpCo Plan restricts or prevents, or purports to restrict or prevent,

⁶ To the extent the various location contracts are deemed executory contracts, all location contracts are hereby assumed.

or is breached or deemed breached by, the assumption of such Executory Contract or Unexpired Lease, then such provision is hereby deemed modified such that the transactions contemplated by the OpCo Plan shall not entitle the counterparty thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto, except for asserting and pursuing payment of a Cure Amount consistent with the OpCo Plan.

16. With respect to any Executory Contract or Unexpired Lease assumed by the OpCo Debtors, any Cure Amount shall be satisfied, pursuant to Bankruptcy Code section 365(b)(1), by payment in the ordinary course, with the amount and timing of payment of any such Cure Amount dictated by the OpCo Debtors' ordinary course of business, the effective date of the assumption of such Executory Contract or Unexpired Lease or as otherwise agreed by the parties or ordered by the Court.

17. Payment of a Cure Amount shall result in the full release and satisfaction of any Cure Amount, 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, under such Executory Contract or Unexpired Lease occurring at any time prior to the effective date of the assumption.

18. A Claim for damages resulting from the rejection of an Executory Contract or Unexpired Lease shall be classified as a General Unsecured Claim, as applicable, and shall be treated in accordance with Article III of the OpCo Plan. The holder of a Claim for damages resulting from the rejection of an Executory Contract or Unexpired Lease must file a Proof of Claim with the OpCo Debtors' Claims, Noticing and Solicitation Agent within thirty (30) days of (i) the date of entry of an order of this Court (including this Confirmation Order) approving such

rejection or (ii) the effective date of such rejection, or its Claim shall be barred forever unless otherwise order by the Court.

I. Releases by the OpCo Debtors

19. Article VIII.A.2 of the OpCo Plan describes certain releases granted by the OpCo Debtors and their Estates (the “OpCo Debtor Releases”). The OpCo Debtors have satisfied their burden with respect to the propriety of the OpCo Debtor Releases. Such releases are a necessary and integral element of the OpCo Plan, and are fair, reasonable, and in the best interests of the OpCo Debtors, their Estates, and holders of Claims against and Interests in the OpCo Debtors.

20. The OpCo Debtor Releases in Article VIII.A.2 of the OpCo Plan are approved as set forth in the OpCo Plan.

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

21. Article VIII.A.3 of the OpCo Plan describes certain releases (the “Third-Party Releases”) granted by the Releasing Parties to the Released Parties. The Third-Party Releases contained in the OpCo Plan are consensual.

22. The Third-Party Releases in Article VIII.A.3 of the OpCo Plan are approved as set forth in the OpCo Plan.

K. Exculpation from Claims Under the OpCo Plan

23. The exculpation provision set forth in Article VIII.A.4 of the OpCo Plan is essential to the OpCo Plan. The record in the OpCo Debtors’ Chapter 11 Cases supports the exculpation provision set forth in Article VIII.A.4 of the OpCo Plan, which is appropriately tailored to protect the Exculpated Parties.

24. The exculpation of the Exculpated Parties in Article VIII.A.4 of the OpCo Plan is approved as set forth in the OpCo Plan.

L. Injunction

25. The injunction provision set forth in Article VIII.A.5 of the OpCo Plan is essential to the OpCo Plan and is necessary to implement the OpCo Plan and to preserve and enforce the discharge of the OpCo Debtors, the OpCo Debtor Releases, the Third-Party Releases, and the exculpation provision in Article VIII.A.4 of the OpCo Plan. The injunction provision is fair and reasonable and is appropriately tailored to achieve those purposes.

26. The injunction in Article VIII.A.5 of the OpCo Plan is approved as set forth in the OpCo Plan.

M. Implementation of Other Necessary Documents and Agreements

27. The OpCo Debtors are authorized, without further notice to, or action, order or approval of this Court or any other Person, to execute and deliver all agreements, documents, instruments, and certificates relating to such documents and agreements and to perform their obligations thereunder, including, without limitation, to pay all fees, costs, and expenses thereunder in accordance with the OpCo Plan. The terms and conditions of such documents and agreements are reaffirmed or approved, as applicable, and shall, upon completion of documentation and execution, be valid, binding and enforceable.

N. No Action Required

28. Under Bankruptcy Code section 1142(b) and applicable non-bankruptcy law, no action of the manager or members of the OpCo Debtors are required to authorize the OpCo Debtors to enter into, execute, deliver, file, adopt, amend, restate, consummate or effectuate, as the case may be, the OpCo Plan and any contract, instrument or other document to be executed, delivered, adopted or amended in connection with the implementation of the OpCo Plan.

O. Enforceability of OpCo Plan Documents

29. Pursuant to the provisions of this Confirmation Order and Bankruptcy Code sections 1123(a) and 1142(a), the OpCo Plan, the Disclosure Statement solely with respect to the OpCo Plan, this Confirmation Order, the Plan Supplement, and all implementing OpCo Plan documents (collectively, the “OpCo Plan Documents”) shall apply and be enforceable notwithstanding any otherwise applicable bankruptcy law.

P. Exemption from Transfer Tax and Recording Fees

30. Pursuant to Bankruptcy Code section 1146, the assignment or surrender of any lease or sublease, and the delivery of any deed or other instrument or transfer order, in furtherance of, or in connection with the OpCo Plan, including any deeds or assignments executed in connection with any disposition or transfer of assets contemplated under the OpCo Plan, shall not be subject to any stamp, real estate transfer, mortgage recording or other similar tax.

Q. Preservation of Retained Causes of Action

31. Except as provided in the OpCo Plan, the Confirmation Order or in any contract, instrument, release or other agreement entered into or delivered in connection with the OpCo Plan, in accordance with Bankruptcy Code section 1123(b), the Reorganized OpCo Debtors will retain and may enforce any retained cause of action (collectively, the “Retained Causes of Action”) that any of the OpCo Debtors or their Estates may hold against any Person. The Reorganized OpCo Debtors may pursue any Retained Causes of Action in accordance with the OpCo Plan. The OpCo Debtors’ inclusion or failure to include or describe with sufficient specificity any Causes of Action on the Schedule of Retained Causes of Action included in the Plan Supplement shall not be deemed an admission, denial or waiver of any Causes of Action that the OpCo Debtors or their Estates may hold. With respect to all Causes of Action, for the avoidance of doubt, no claim, Cause of Action

or related enforcement action against the Prepetition OpCo First Lien Agent, any of the Prepetition OpCo First Lien Lenders, the OpCo DIP Agent, any of the OpCo DIP Lenders or any such party's directors, officers, and Related Parties shall be preserved by the OpCo Debtors, nor shall the Reorganized OpCo Debtors have the right or authority to pursue claims, Causes of Action or related enforcement actions against the Prepetition OpCo First Lien Agent, any of the Prepetition OpCo First Lien Lenders, the OpCo DIP Agent, any of the OpCo DIP Lenders or any such party's directors, officers or Related Parties, in each case in their capacities as such.

R. Release of Liens

32. Except as otherwise specifically provided in the OpCo Plan, this Confirmation Order, the OpCo Plan Documents or in any contract, instrument, release, or other agreement or document created pursuant to the OpCo Plan, on the OpCo Plan Effective Date and concurrently with the applicable distributions made pursuant to the OpCo Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the OpCo Debtors' Estates shall be fully released, 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 to the Reorganized OpCo Debtors and their successors and assigns, and all Claims against the OpCo Debtors' Estates in respect thereof shall be fully released, in each case, without any further approval or order of the Court and without any action or Filing being required to be made by the OpCo DIP Agent, the OpCo DIP Lenders, the Prepetition OpCo First Lien Agent, any holder of a Prepetition OpCo First Lien Claim, the OpCo Debtors or the Reorganized OpCo Debtors, as applicable. For the avoidance of doubt, notwithstanding the foregoing, on the later of (a) the OpCo Plan Effective Date and (b) the date of the distribution of the New Reorganized OpCo Equity (to the extent applicable), all mortgages,

deeds of trust, Liens, pledges, and/or other security interests in favor of the OpCo DIP Agent securing the obligations under the OpCo DIP Facility or the Prepetition OpCo First Lien Agent securing the obligations under the Prepetition OpCo First Lien Credit Agreement shall be automatically released, and all Claims against obligors under the OpCo DIP Facility and the Prepetition OpCo First Lien Credit Agreement shall be released, in each case without any further approval or order of the Court and without any action, distribution or Filing being required to be made by the OpCo DIP Agent, any OpCo DIP Lenders, the Prepetition OpCo First Lien Agent, any holder of a Prepetition OpCo First Lien Claim, the OpCo Debtors or the Reorganized OpCo Debtors, as applicable. In addition, at the sole expense of the OpCo Debtors or the Reorganized OpCo Debtors, as applicable, the OpCo DIP Agent and/or the Prepetition OpCo First Lien Agent shall execute and deliver all documents reasonably requested by the OpCo Debtors to evidence the release of such mortgages, deeds of trust, Liens, pledges, other security interests, and such Claims, and the OpCo DIP Agent and/or the Prepetition OpCo First Lien Agent hereby authorizes the OpCo Debtors or the Reorganized OpCo Debtors, as applicable, and each such party's designees, to file UCC-3 termination statements and other release documentation (to the extent applicable) with respect thereto.

S. OpCo Plan Modification

33. All modifications made to the OpCo Plan after solicitation of votes on the OpCo Plan had commenced satisfy the requirements of Bankruptcy Code section 1127(a) and Bankruptcy Rule 3019, and are not material or do not adversely affect the treatment and rights of the holders of any Claims against, or Interests in, the OpCo Debtors or their Estates under the OpCo Plan that have not otherwise accepted such modifications. Accordingly, the OpCo Debtors

have satisfied Bankruptcy Code section 1127(c) and Bankruptcy Rule 3019 with respect to the OpCo Plan, as modified, and holders of Claims against, or Interests in, the OpCo Debtors or their Estates that have accepted or rejected the OpCo Plan (or are deemed to have accepted or rejected the OpCo Plan) are deemed to have accepted or rejected, as the case may be, the OpCo Plan as modified pursuant to Bankruptcy Code section 1127(d) and Bankruptcy Rule 3019.

T. Continued Effect of Stays and Injunctions

34. Unless otherwise provided in the OpCo Plan or this Confirmation Order, all injunctions or stays in effect in the OpCo Debtors' Chapter 11 Cases pursuant to Bankruptcy Code sections 105 or 362 or any order of this Court, and extant on the 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.

U. Waiver of Any Additional Section 341 Meeting of Creditors or Equity Holders; Waiver of Filings

35. Subject to the occurrence of the OpCo Plan Effective Date on or before September 15, 2023, the following are hereby permanently waived: (i) any requirement under Bankruptcy Code section 341 for the U.S. Trustee to convene any meeting of the OpCo Debtors' creditors or equity holders and (ii) any requirement for the OpCo Debtors to file schedules of assets and liabilities and statements of financial affairs, any reports pursuant to Bankruptcy Rule 2015.3 or any other list, schedule or statement pursuant to Bankruptcy Code section 521 or Bankruptcy Rule 1007 not filed before or on the Confirmation Date.

V. Monthly Operating Reports

36. The OpCo Debtors shall timely file all required monthly operating reports and post-confirmation quarterly reports in a form prescribed by the U.S. Trustee until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

W. Substantial Consummation

37. On the OpCo Plan Effective Date, the OpCo Plan shall be deemed to be substantially consummated under Bankruptcy Code sections 1101 and 1127.

X. Holdings Matters

38. Notwithstanding anything to the contrary therein, nothing in this Confirmation Order, the OpCo Plan, the Plan Supplement, or any other OpCo Plan Document or other document or instrument being approved, entered into, or implemented in connection with the OpCo Plan shall (i) in any way impair or otherwise affect Holdings' estate or any claims, rights, or interests of Holdings, its estate or its creditors (in their capacity as creditors of Holdings), or (ii) exculpate or release, or be deemed to exculpate or release, any party (including, without limitation, Holdings' owners and insiders) on behalf of or in relation to Holdings, its estate, or its creditors (in their capacity as creditors of Holdings); *provided that* the foregoing recognizes the cancelation of Holdings' equity interests in the OpCo Debtors in accordance with the OpCo Plan. For the avoidance of doubt, and notwithstanding anything herein to the contrary, all Claims of the OpCo Debtors against Holdings are expressly preserved.

39. To the extent any of Holdings' Books and Records (defined below) are within the possession, custody or control of the OpCo Debtors (including, without limitation, their attorneys, advisors or other representatives), such parties shall preserve, and shall not dispose of, any of the Holdings' Books and Records pending a further order of this Court or an agreement with any

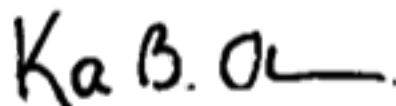
chapter 7 trustee who may be appointed in a case for Holdings under chapter 7 of the Bankruptcy Code and the Reorganized OpCo Debtors. For purposes of this Confirmation Order, “Holdings’ Books and Records” shall include all of the books, records, ledgers, files, financial statements, memoranda, analyses, reports, communications of any kind, work product, and other documents and information, in whatever form, manner, or media, of or related to Holdings or its estate, whether or not subject to any claim of attorney-client privilege of Holdings, attorney work product of Holdings’ attorneys, or similar privilege or protection belonging to Holdings, including, without limitation, those reasonably likely to pertain to assets, interests or claims of Holdings or its estate. For the avoidance of doubt, Holdings’ Books and Records shall include all documents, communications and work product arising from or related to the investigation undertaken by Neal P. Goldman described in the *Declaration of Neal P. Goldman in Support of Motion to Approve Compromise and Settlement of Claims* [Docket No. 17]; *provided, however*, that any retention of any such Holdings’ Books and Records in the possession and control of the OpCo Debtors shall be at Holdings’ sole cost and expense from and after the date that is three (3) months after the Effective Date of the OpCo Plan and the Reorganized OpCo Debtors shall have no obligation to retain any such Holdings’ Books and Records from and after such date in the event Holdings or its estate has not agreed in writing with the Reorganized OpCo Debtors with respect to remuneration with respect to any costs and expenses to be borne by the Reorganized OpCo Debtors in connection with the foregoing, without prejudice to the Holdings estate’s rights under section 542 of the Bankruptcy Code. Under no circumstances shall the Reorganized OpCo Debtors be required to share or produce any documentation or communications of any kind that are subject to any

applicable privileges belonging to the OpCo Debtors or their Estates or the Reorganized OpCo Debtors by virtue of this paragraph.

Y. Retention of Jurisdiction

40. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Confirmation Order and all matters arising in and under the OpCo Debtors' Chapter 11 Cases, as set forth in Article XI of the OpCo Plan and Bankruptcy Code section 1142.

Dated: July 28th, 2023
Wilmington, Delaware

A handwritten signature in black ink, appearing to read "Ka B. Owens", with a stylized flourish at the end.

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE