Solicitation Version

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

In re:	:	Chapter 11
Trinseo PLC, *et al.*,	:	Case No. 26-_____ (____)
Debtors.[1]	:	(Joint Administration Requested)

JOINT PREPACKAGED PLAN OF REORGANIZATION OF TRINSEO PLC AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

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Dated: May 25, 2026
Houston, Texas

[1] A complete list of each of the Debtors in these chapter 11 cases (the "***Chapter 11 Cases***") and the last four digits of each Debtor's taxpayer identification number (if applicable) may be obtained on the website of the Debtors' proposed claims and noticing agent at https://restructuring.ra.kroll.com/trinseo/. The Debtors' mailing address is 440 East Swedesford Road, Suite 301, Wayne, PA 19087.

NO CHAPTER 11 CASES HAVE BEEN COMMENCED AT THIS TIME. THIS PREPACKAGED PLAN OF REORGANIZATION, AND THE SOLICITATION MATERIALS ACCOMPANYING THIS PLAN, HAVE NOT BEEN APPROVED BY THE BANKRUPTCY COURT AS CONTAINING "*ADEQUATE INFORMATION*" WITHIN THE MEANING OF SECTION 1125(a) OF THE BANKRUPTCY CODE. UPON COMMENCEMENT OF THE CHAPTER 11 CASES, THE DEBTORS EXPECT TO PROMPTLY SEEK AN ORDER OF THE BANKRUPTCY COURT (1) APPROVING THE ADEQUACY OF THE DISCLOSURE STATEMENT; (2) APPROVING THE SOLICITATION OF VOTES AS HAVING BEEN IN COMPLIANCE WITH SECTIONS 1125 AND 1126(b) OF THE BANKRUPTCY CODE; AND (3) CONFIRMING THIS PLAN PURSUANT TO SECTION 1129 OF THE BANKRUPTCY CODE.

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JOINT PREPACKAGED PLAN OF REORGANIZATION OF TRINSEO PLC AND ITS DEBTOR AFFILIATES UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

Trinseo PLC and the other above-captioned debtors and debtors in possession (each a "***Debtor***" and, collectively, the "***Debtors***") jointly propose this Plan (as defined herein) for the treatment and resolution of the outstanding Claims against, and Interests in, the Debtors. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in Article 1.D.

Although proposed jointly for administrative purposes, this Plan constitutes a separate Plan for each Debtor for the treatment and resolution of outstanding Claims and Interests pursuant to the Bankruptcy Code. The Debtors seek to consummate the Restructuring Transactions on the Effective Date. Each Debtor is a proponent of this Plan within the meaning of section 1129 of the Bankruptcy Code. The classifications of Claims and Interests set forth in Article 3 shall be deemed to apply separately with respect to each Plan proposed by each Debtor, as applicable. This Plan does not contemplate substantive consolidation of any of the Debtors.

This Plan shall be deemed a motion to approve the good-faith compromises and settlements of all Claims, Interests, Causes of Action, and controversies pursuant to Bankruptcy Rule 9019, including the Intercompany Settlement.

Reference is made to the Disclosure Statement for a discussion of the Debtors' history, businesses, results of operations, historical financial information, projections, and future operations, as well as a summary and analysis of this Plan and certain related matters, including distributions to be made under this Plan. There are also other agreements and documents, which shall be Filed with the Bankruptcy Court, that are referenced in this Plan, the Plan Supplement, or the Disclosure Statement as exhibits and schedules. All such exhibits and schedules are incorporated into and are a part of this Plan as if set forth in full herein. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code, Bankruptcy Rule 3019, and the terms and conditions set forth in the Restructuring Support Agreement and this Plan, the Debtors reserve the right to alter, amend, modify, revoke, or withdraw this Plan before its substantial consummation.

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

ARTICLE I.

RULES OF INTERPRETATION, COMPUTATION OF TIME AND DEFINED TERMS

A. Rules of Interpretation

For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (b) except as otherwise provided herein, any reference herein to a contract, lease, instrument, release, or other agreement or document shall mean as it may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the Restructuring Support Agreement and this Plan, in each case, to the extent applicable; (c) 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 (c) shall affect any parties' consent rights over any of the Definitive Documents (as defined in the Restructuring Support Agreement) or any amendments thereto, as provided for in the Restructuring Support Agreement; (d) any reference to an Entity as a Holder of a Claim or an Interest includes that Entity's permitted successors and assigns; (e) unless otherwise specified, all references herein to "***Articles***" and "***Sections***" are references to Articles and Sections hereof or hereto; (f) unless otherwise stated, the words "herein," "hereof," "hereunder" and "hereto" refer to this Plan in its entirety rather than to a particular portion of this Plan; (g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (h) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to this Plan; (i) references to a specific article, section, or subsection of any statute, rule, or regulation expressly referenced herein shall, unless otherwise specified, include any amendments to or successor provisions of such article, section, or subsection in effect as of the date of this Plan; (j) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (k) 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, as well as the substantially equivalent terms under applicable non-U.S. Laws; (l) 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"; (m) any reference in this Plan to "$" or "dollars" shall mean U.S. dollars; (n) all references to statutes, regulations, orders, rules of courts, and the like shall mean such statutes, regulations, orders, rules of courts, and the like as amended from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (o) to the extent that the treatment, allowance, or disallowance of any Claim or Interest herein is interpreted as a Claim or Interest objection, this Plan shall be deemed an objection to such Claim or Interest; and (p) references to docket numbers herein are, unless otherwise specified herein, references to the docket numbers of documents Filed in the Chapter 11 Cases under the Bankruptcy Court's CM/ECF system. Except as otherwise specifically provided in this Plan to the contrary, references in this Plan to "the Debtors" or to "the Reorganized Debtors" shall mean "the Debtors and the Reorganized Debtors", as applicable, to the extent the context requires.

B. Computation of Time

Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein. If the date on which a transaction may occur pursuant to this Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day but shall be deemed to have been completed as of the required date. Unless otherwise specified herein, any references to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter.

C. Consultation, Information, Notice, and Consent Rights

Notwithstanding anything herein to the contrary, any and all consultation, information, notice, and consent rights of the parties to the Restructuring Support Agreement set forth in the Restructuring Support Agreement (including the exhibits thereto) and the DIP Documents with respect to the form and substance of this Plan, all exhibits to this Plan, the Plan Supplement, and all other Definitive Documents (as defined in the Restructuring Support Agreement), 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, are incorporated herein by reference (including to the applicable definitions in Article 1.D hereof) and fully enforceable as if stated in full herein.

The absence in this Plan of references to any and all consultation, information, notice, and consent rights of the parties to the Restructuring Support Agreement set forth in the Restructuring Support Agreement (including the exhibits thereto) and the DIP Documents with respect to the form and substance of this Plan, all exhibits to this Plan, the Plan Supplement, and all other Definitive Documents (as defined in the Restructuring Support Agreement), including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents as such rights relate to any document referenced in the Restructuring Support Agreement or any DIP Document shall not impair, modify or negate such rights.

Solely with respect to any consultation, information, notice, or consent rights in this Plan, in the event of any inconsistency between this Plan and the Restructuring Support Agreement or any DIP Document, the terms of the Restructuring Support Agreement or such DIP Document shall control.

D. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1.1 "***2023 Refinancing***" means the financing and related transactions the Debtors and certain non-Debtor Affiliates entered into on or around September 8, 2023, as described in greater detail in the Disclosure Statement.

1.2 "***2025 Refinancing***" means the financing and related transactions the Debtors and certain non-Debtor Affiliates entered into on or around January 17, 2025, as described in greater detail in the Disclosure Statement.

1.3 "***2026 Financings***" means financing and related transactions the Debtors and certain non-Debtor Affiliates entered into to incur $50 million of incremental RCF Obligations on April 10, 2026 and $25 million of incremental RCF Obligations on May 13, 2026.

1.4 "***2029 Indenture***" means that certain Indenture dated January 17, 2025, as amended, restated, supplemented or otherwise modified from time to time, among Trinseo Luxco Finance, Trinseo NA Finance LLC, the other guarantors party thereto, and the 2029 Notes Trustee.

1.5 "***2029 Notes***" means the 7.625% second lien notes due 2029 issued under the 2029 Indenture.

1.6 "***2029 Notes Claims***" means all Claims against a Debtor arising under, derived from, based on, related to, or on account of, the 2029 Notes or the 2029 Notes Documents.

1.7 "***2029 Notes Documents***" means, collectively, the 2029 Indenture, together with all other related documents, instruments, and agreements, in each case, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

1.8 "***2029 Notes Trustee***" means The Bank of New York Mellon, in its capacity as trustee under the 2029 Indenture, and any successor thereto.

1.9 "***510(b) Claim***" means any Claim against a Debtor subject to subordination pursuant to section 510(b) of the Bankruptcy Code, whether by operation of law or contract.

1.10 "***Ad Hoc Group of OpCo 2028 Term Lenders***" means that certain ad hoc group of OpCo 2028 Term Lenders represented by Gibson, Dunn & Crutcher LLP and Lazard Frères & Co. LLC.

1.11 "***Ad Hoc Group of OpCo 2028 Term Lenders Advisors***" means Gibson, Dunn & Crutcher LLP, as legal advisor, Howley Law PLLC, as local counsel, one Luxembourg legal counsel, one Irish legal counsel, Lazard Frères & Co. LLC, as investment banker and financial advisor, and, subject to prior written consent from the Company Parties (such consent not to be unreasonably withheld, conditioned, or delayed), such other professionals that may be retained by or on behalf of the Ad Hoc Group of OpCo 2028 Term Lenders (including the retention of any professionals by Gibson, Dunn & Crutcher LLP).

1.12 "***Ad Hoc Group of Senior Secured Creditors***" means that certain ad hoc group of Super HoldCo 1L Lenders and RCF Lenders represented by Paul Hastings LLP and PJT Partners LP.

1.13 "***Ad Hoc Group of Senior Secured Creditors Advisors***" means Paul Hastings LLP, as legal advisor, PJT Partners LP, as investment banker and financial advisor, and such other professionals that may be retained by or on behalf of the Ad Hoc Group of Senior Secured Creditors.

1.14 "***Administrative Claim***" means a Claim for costs and expenses of administration of the Chapter 11 Cases that are Allowed 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 and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims and any other Allowed compensation for legal, financial, advisory, accounting, and other services and reimbursement of expenses Allowed by the Bankruptcy Court under sections 328, 330, 331 or 503(b) of the Bankruptcy Code to the extent incurred on or after the Petition Date and through the Effective Date; (c) all fees and charges assessed against the Estates under section 1930 of chapter 123 of title 28 of the United States Code; (d) Restructuring Fees and Expenses; and (e) Claims in respect of Premium Interests.

1.15 "***Affiliate***" means, with respect to any Person, any other Person that, directly or indirectly, controls or is controlled by, or is under common control with, such Person, and shall include the meaning of "affiliate" as such term is defined in section 101(2) of the Bankruptcy Code as if such Person were a debtor in a case under the Bankruptcy Code.

1.16 "***Agents***" means, collectively, the OpCo Term Loan Agent, the OpCo DIP Agent, the RCF Agent, the Super HoldCo 1L Agent, the Super HoldCo DIP Agent, and the 2029 Notes Trustee, in their capacities as such.

1.17 "***Allowed***" means, with respect to any Claim or Interest, a Claim or Interest (or portion thereof) (a) arising on or before the Effective Date (i) as to which no objection to allowance has been interposed within the time period set forth in this Plan, or (ii) as to which any objection has been determined by a Final Order of the Bankruptcy Court to the extent such objection is determined in favor of the respective Holder, (b) as to which the liability of such Debtor and the amount thereof are determined by a Final Order of a court of competent jurisdiction other than the Bankruptcy Court, or (c) expressly allowed under this Plan.

1.18 "***Antitrust Laws***" means the Sherman Act, the Clayton Act, the Hart-Scott-Rodino Antitrust Improvements Act of 1976, the Federal Trade Commission Act, and any other federal, state, or foreign (including multilateral or multinational) Laws governing agreements in restraint of trade, monopolization, premerger notification, the lessening of competition through merger, acquisition, or anticompetitive conduct, and any similar foreign investment Laws.

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

1.20 "***Bankruptcy Court***" means the United States Bankruptcy Court for the Southern District of Texas, or any other court having jurisdiction over the Chapter 11 Cases.

1.21 "***Bankruptcy Rules***" means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code and the Local Rules of the Bankruptcy Court, in each case as amended from time to time and as applicable to the Chapter 11 Cases.

1.22 "***Business Day***" means any day other than a Saturday, Sunday, or another day on which commercial banks in New York are required or permitted under applicable Laws or regulations to close.

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

1.24 "***CastleKnight***" means CastleKnight Management LP, together with its Affiliates and Related Parties.

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

1.26 "***Chapter 11 Case(s)***" means (a) when used with reference to a particular Debtor, the case under chapter 11 of the Bankruptcy Code commenced by such Debtor in the Bankruptcy Court, and (b) when used with reference to all Debtors, the jointly-administered cases under chapter 11 of the Bankruptcy Code commenced by the Debtors in the Bankruptcy Court.

1.27 "***Claim***" means any "claim" as such term is defined in section 101(5) of the Bankruptcy Code. Except where otherwise provided in context, "Claim" refers to such a claim against any of the Debtors.

1.28 "***Claims Register***" means the official register of Claims maintained by the Solicitation Agent.

1.29 "***Class***" means a class of Claims or Interests classified as set forth in Article 3 pursuant to section 1122(a) of the Bankruptcy Code.

1.30 "***Collateral***" means any property or interest in property of the Debtors' Estates that is subject to a valid and enforceable Lien to secure a Claim.

1.31 "***Combined Hearing***" means the hearing to be held by the Bankruptcy Court to consider (a) final approval of the Disclosure Statement and the Solicitation under sections 1125 and 1126(b) of the Bankruptcy Code (if previously conditionally approved), and (b) confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

1.32 "***Combined Order***" means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code, approving the Intercompany Settlement and if

not previously approved on a final basis, approving the Disclosure Statement on a final basis pursuant to section 1125 of the Bankruptcy Code.

1.33 "***Company Parties***" has the meaning set forth in the Restructuring Support Agreement.

1.34 "***Confirmation***" means the Bankruptcy Court's entry of the Combined Order on the docket of the Chapter 11 Cases.

1.35 "***Confirmation Date***" means the date upon which Confirmation occurs.

1.36 "***Consummation***" means the occurrence of the Effective Date.

1.37 "***Cure Claim***" means a Claim (unless waived or modified by the applicable counterparty) based upon a Debtor's defaults under an Executory Contract or an Unexpired Lease assumed by such Debtor under section 365 of the Bankruptcy Code, other than a default that is not required to be cured pursuant to section 365(b)(2) of the Bankruptcy Code.

1.38 "***Cure Dispute***" means a dispute regarding (a) the amount of any Cure Claim, (b) the ability of the Reorganized Debtors to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code), if applicable, under the Executory Contract or Unexpired Lease to be assumed, or (c) any other matter pertaining to the assumption of an Executory Contract or Unexpired Lease.

1.39 "***D&O Liability Insurance Policies***" means all insurance policies (including the D&O Tail, any general liability policies, any errors and omissions policies, and, in each case, any agreements, documents, or instruments related thereto) in effect as of the Petition Date and providing coverage for liability of any Debtor's directors, managers, and officers.

1.40 "***D&O Tail***" means that certain non-cancelable "tail" directors' and officers' liability insurance coverage obtained by the Debtors prior to or on the Petition Date with a claims period of six (6) years from the Effective Date.

1.41 "***Debtor(s)***" means, individually, any of the above-captioned Entities and, collectively, all of the above-captioned Entities, as debtors and debtors-in-possession in the Chapter 11 Cases.

1.42 "***Debtor Release***" has the meaning set forth in Article 10.2.

1.43 "***Definitive Documents***" means the documents related to or otherwise to implement, effectuate, or govern the Restructuring Transactions, including each of the following:

(a) the Restructuring Support Agreement;

(b) this Plan;

(c) the Disclosure Statement, the Solicitation Materials, and any motion seeking approval of, and any notices related to, the foregoing;

(d) the Solicitation Procedures Order (if applicable);

(e) the Combined Order;

(f) the DIP Documents;

(g) the DIP Orders;

(h) the Postpetition Securitization Program Documents;

(i) the Exit Debt Documents;

(j) the Equity Rights Offering Documents;

(k) the Exit Securitization Program Documents;

(l) the New Intercreditor Agreement, if necessary;

(m) the First Day Pleadings and the First Day Orders;

(n) the Irish Documents;

(o) any material filings, notifications, pleadings, orders, certificates, letters, memoranda, instruments or other documents submitted, filed, delivered or entered into in connection with any Foreign Proceeding or Regulatory Approvals;

(p) the Lien/Guaranty Release Documents;

(q) the New Corporate Governance Documents; and

(r) any and all other material deeds, agreements, filings, notifications, pleadings, orders, certificates, letters, memoranda, instruments or other documents reasonably necessary or desirable to consummate and document the Restructuring Transactions contemplated by the Restructuring Support Agreement or this Plan.

1.44 "***DIP Claims***" means, collectively, the Super HoldCo DIP Claims and the OpCo DIP Claims.

1.45 "***DIP Commitment Parties***" means, collectively, the OpCo DIP Commitment Parties and the Super HoldCo DIP Commitment Parties.

1.46 "***DIP Documents***" means, collectively, the OpCo DIP Documents and the Super HoldCo DIP Documents.

1.47 "***DIP Facilities***" means, collectively, the OpCo DIP Facility and the Super HoldCo DIP Facility.

1.48 "***DIP Lenders***" means, collectively, the OpCo DIP Lenders and the Super HoldCo DIP Lenders.

1.49 "***DIP Loans***" means, collectively, the OpCo DIP Loans and the Super HoldCo DIP Loans.

1.50 "***DIP Orders***" means, collectively, the Interim DIP Order, the Final DIP Order, and any other orders approving a DIP Facility.

1.51 "***Disallowed***" means, with respect to any Claim or Interest, that such Claim or Interest has been determined by a Final Order or specified in a provision of this Plan not to be Allowed.

1.52 "***Disclosure Statement***" means the disclosure statement in respect of this Plan, including all exhibits, schedules, supplements, modifications, amendments, annexes and attachments thereto, as approved or ratified by the Bankruptcy Court pursuant to sections 1125 and 1126 of the Bankruptcy Code.

1.53 "***Disputed***" means any Claim, or any portion thereof, that has not been Allowed, but has not been Disallowed pursuant to this Plan or a Final Order of the Bankruptcy Court or other court of competent jurisdiction.

1.54 "***Distribution Agent***" means the Reorganized Debtors or any party designated by the Reorganized Debtors to serve as Distribution Agent under this Plan.

1.55 "***Distribution Record Date***" means, other than with respect to publicly traded securities, the date for determining which Holders of Claims are eligible to receive distributions under this Plan, which date shall be the Effective Date, subject to Article 7.2. For the avoidance of doubt, the Distribution Record Date shall not apply to publicly traded securities, which shall receive distributions, if any, in accordance with the applicable procedures of DTC.

1.56 "***DTC***" means The Depository Trust Company.

1.57 "***Effective Date***" means the first Business Day on which the conditions specified in Article 9 have been satisfied or waived in accordance with the terms of Article 9.

1.58 "***Eligible Holder***" means a Holder of an Allowed OpCo 2028 Term Loan Claim or Allowed Super HoldCo 1L Claim, as applicable, that is (a) a "qualified institutional buyer" (as defined in Rule 144A of the Securities Act), or (b) a non-U.S. person in an "offshore transaction" (as defined under Regulation S under the Securities Act).

1.59 "***Employee Plans***" means, collectively, all employment agreements and severance policies, and all employment, compensation and benefit plans, retention plans, workers' compensation programs, savings plans, retirement plans, deferred compensation plans, healthcare plans, disability plans, severance plans, incentive plans, life and accidental death and dismemberment insurance plans, and policies and programs of each of the Debtors applicable to any of its employees and retirees, in each case existing as of the Effective Date.

1.60 "***Entity***" means an "entity" as such term is defined in section 101(15) of the Bankruptcy Code.

1.61 "***Equity Rights Offering***" means that certain equity rights offering to be consummated by the Reorganized Debtors on the Effective Date in accordance with the Equity Rights Offering Documents, pursuant to which the Reorganized Parent shall issue the ERO Interests in respect of the Subscription Rights that are validly exercised.

1.62 "***Equity Rights Offering Backstop Purchase Agreements***" means, collectively, the OpCo 2028 Backstop Purchase Agreement and the Super HoldCo Backstop Purchase Agreement, as the same may be amended, restated, or otherwise modified in accordance with their terms and the terms of the Restructuring Support Agreement and this Plan.

1.63 "***Equity Rights Offering Commitment Parties***" means, collectively, the Super HoldCo ERO Commitment Parties and the OpCo 2028 ERO Commitment Parties, or any fronting bank or other funding agent operating on their behalf, that have agreed severally and not jointly to provide the applicable Equity Rights Offering Commitments in accordance with the Equity Rights Offering Backstop Purchase Agreements.

1.64 "***Equity Rights Offering Commitments***" means the Equity Rights Offering Commitment Parties' commitments to, subject to the terms and conditions set forth in the applicable Equity Rights Offering Backstop Purchase Agreement and the other applicable Equity Rights Offering Documents, severally and not jointly, (a) exercise their respective Subscription Rights in the Equity Rights Offering, (b) purchase their respective allocations of the applicable ERO Interests that are not subscribed for in the Equity Rights Offering, and (c) purchase their respective allocations of the OpCo 2028 ERO Allocation Interests and the Super HoldCo ERO Allocation Interests, as applicable; *provided*, for the avoidance of doubt, that, subject to the terms and conditions set forth in the applicable Equity Rights Offering Backstop Purchase Agreement and the other applicable Equity Rights Offering Documents, (i) the aggregate purchase price of the ERO Interests issued pursuant to the Equity Rights Offering shall equal the ERO Interests Aggregate Purchase Price, and (ii) the aggregate purchase price of the ERO Allocation Interests issued to the Equity Rights Offering Commitment Parties shall equal the ERO Allocation Interests Aggregate Purchase Price.

1.65 "***Equity Rights Offering Documents***" means, collectively, any and all documents required to implement, conduct, backstop, or consummate the Equity Rights Offering, including the Equity Rights Offering Procedures, the Equity Rights Offering Backstop Purchase Agreements, and any other agreement, document, or instrument delivered or entered into pursuant thereto or in connection therewith, in each case, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

1.66 "***Equity Rights Offering Procedures***" means those certain rights offering procedures with respect to the Equity Rights Offering, Filed with the Plan Supplement.

1.67 "***ERO Allocation Interests***" means, collectively, the OpCo 2028 ERO Allocation Interests and the Super HoldCo ERO Allocation Interests.

1.68 "***ERO Allocation Interests Aggregate Purchase Price***" means an amount equal to the sum of (a) the OpCo 2028 ERO Allocation Interests Aggregate Purchase Price, and (b) the Super HoldCo ERO Allocation Interests Aggregate Purchase Price.

1.69 "***ERO Interests***" means, collectively, the OpCo ERO Interests and the Super HoldCo ERO Interests.

1.70 "***ERO Interests Aggregate Purchase Price***" means an amount equal to the sum of (a) the OpCo 2028 ERO Interests Aggregate Purchase Price, (b) the OpCo Intercompany ERO Interests Aggregate Purchase Price, and (c) the Super HoldCo ERO Interests Aggregate Purchase Price.

1.71 "***Estate(s)***" means, individually, the estate of each of the Debtors and, collectively, the estates of all of the Debtors created under section 541 of the Bankruptcy Code.

1.72 "***Exculpated Party***" means, collectively, and in each case in its capacity as such: (a) the Debtors and their Estates; and (b) each independent director of the Debtors, including the OpCo Independent Managers.

1.73 "***Exculpation***" means the exculpation provision set forth in Article 10.5.

1.74 "***Executory Contract***" means a contract to which any Debtor is a party that is subject to assumption or rejection under section 365 or 1123 of the Bankruptcy Code.

1.75 "***Existing Equity Interests***" means all Interests in Parent existing immediately prior to the occurrence of the Effective Date.

1.76 "***Exit Debt Documents***" means, collectively, the Exit Term Loan Credit Documents and the Exit RCF Facility Documents.

1.77 "***Exit RCF Agent***" means the administrative agent and collateral agent under the Exit RCF Facility, including its successors, assigns, or any replacement agent appointed pursuant to the terms of the Exit RCF Facility Documents.

1.78 "***Exit RCF Facility***" means a newly-syndicated revolving credit facility, on market terms and in the aggregate principal amount of at least $200 million, to be entered into by certain of the Reorganized Debtors on the Effective Date.

1.79 "***Exit RCF Facility Agreement***" means the credit agreement governing the Exit RCF Facility, which shall be entered into by certain of the Reorganized Debtors, the Exit RCF Agent, and the lenders party thereto on the Effective Date.

1.80 "***Exit RCF Facility Documents***" means the Exit RCF Facility Agreement and any other guarantee, security agreement, deed of trust, mortgage, and other documents (including UCC financing statements), contract, and agreement entered into, with respect to, or in connection with, the Exit RCF Facility (including any amendments, restatements, amendments and restatements, supplements, or modifications of any of the foregoing).

1.81 "***Exit Securitization Program***" has the meaning set forth in the Restructuring Support Agreement.

1.82 "***Exit Securitization Program Documents***" means, collectively, the credit agreement governing the Exit Securitization Program, together with all other related documents, instruments, and agreements, in each case, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

1.83 "***Exit Term Loan Agent***" means the administrative agent and collateral agent under the Exit Term Loan Facility, including its successors, assigns, or any replacement agent appointed pursuant to the terms of the Exit Term Loan Credit Documents.

1.84 "***Exit Term Loan Credit Agreement***" means the credit agreement governing the Exit Term Loan Facility, which shall be entered into by certain of the Reorganized Debtors, the Exit Term Loan Agent, and the lenders party thereto on the Effective Date.

1.85 "***Exit Term Loan Credit Documents***" means the Exit Term Loan Credit Agreement and any other guarantee, security agreement, deed of trust, mortgage, and other documents (including UCC financing statements), contract, and agreement entered into with respect to, or in connection with, the Exit Term Loan Facility (including any amendments, restatements, amendments and restatements, supplements, or modifications of any of the foregoing).

1.86 "***Exit Term Loan Facility***" means a new term loan facility in the aggregate principal amount of $850 million, to be entered into by certain of the Reorganized Debtors on the Effective Date on the terms and conditions set forth in the Exit Term Loan Credit Documents, and which shall consist of either (a) the New Term Loan Facility, if the Debtors obtain a New Term Loan Facility in an aggregate principal amount of no less than $850 million, (b) the Takeback Term Loan Facility, if the Debtors do not obtain a New Term Loan Facility, or (c) a combination of the New Term Loan Facility and the Takeback Term Loan Facility, if the Debtors obtain a New Term Loan Facility in an aggregate principal amount less than $850 million.

1.87 "***Exit Term Loan Facility Term Sheet***" means the Exit Term Loan Facility Term Sheet attached as Annex III to the Restructuring Term Sheet.

1.88 "***Exit Term Loan Process***" means the process to be conducted by the Debtors, in consultation with the Requisite Supporting Senior Creditors and in consultation with the Requisite Supporting OpCo 2028 Term Lenders, including by engaging one or more third-party investment banks reasonably acceptable to the Debtors and the Requisite Supporting Senior Creditors, in consultation with the Requisite Supporting OpCo 2028 Term Lenders, to solicit and use commercially reasonable efforts to obtain commitments for the New Term Loan Facility from one or more third-party lenders on terms, with respect to the Reorganized Debtors, equal to or better than those set forth in the Exit Term Loan Facility Term Sheet and otherwise reasonably acceptable to the Debtors and the Requisite Supporting Senior Creditors.

1.89 "***Exit Term Loans***" means the term loans under the Exit Term Loan Facility, whether in the form of New Term Loans and/or Takeback Term Loans.

1.90 "***File***" or "***Filed***" or "***Filing***" means file, filed or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases.

1.91 "***Final DIP Order***" means any order entered by the Bankruptcy Court authorizing the Debtors to enter into the DIP Documents and approving, among other things, the DIP Facilities and the Debtors' use of Cash collateral, and the parties' rights with respect thereto on a final basis (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time).

1.92 "***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, which has not been reversed, stayed, modified, or amended, including any order subject to appeal but for which no stay of such order has been entered, and as to which the time to appeal, seek certiorari, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceeding for a new trial, reargument, or rehearing has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be Filed has been withdrawn with prejudice, resolved by the highest court to which the order or judgment was appealed or from which certiorari could be sought, or any request for new trial, reargument, or rehearing has been denied, resulted in no stay pending appeal or modification of such order, or has otherwise been dismissed with prejudice; *provided*, 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.

1.93 "***First Day Orders***" means any interim or final order of the Bankruptcy Court granting the relief requested in the First Day Pleadings (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time).

1.94 "***First Day Pleadings***" means all material motions, applications, notices and/or other pleadings that the Company Parties file or propose to file in connection with the commencement of the Chapter 11 Cases.

1.95 "***Foreign Proceeding***" means, other than the Chapter 11 Cases, the Irish Examinership Proceedings and any other Proceeding taken in furtherance of or in connection with the Restructuring Transactions, the appointment of an administrator, liquidator, provisional liquidator, bankruptcy or proposal trustee, receiver, restructuring expert, administrative receiver, examiner, or similar officer in respect of any Debtor or non-Debtor Affiliate, or the winding up, bankruptcy, suspension of payments, liquidation, provisional liquidation, dissolution, administration, reorganization, composition, compromise, or arrangement of or with any Debtor or non-Debtor Affiliate, or any equivalent or analogous appointment or Proceedings under the Law of any non-U.S. jurisdiction, including any recognition proceeding in respect of the Chapter 11 Cases or any of the foregoing.

1.96 "***General Unsecured Claim***" means any Unsecured Claim against the Debtors that is not an Administrative Claim, a Priority Tax Claim, an Other Priority Claim, an Unsecured Funded Debt Claim, a 510(b) Claim, or an Intercompany Claim. For the avoidance of doubt, General Unsecured Claims include (a) Claims on account of, arising under, or relating to the rejection of Executory Contracts and Unexpired Leases, and (b) Claims on account of, arising under, or relating to litigation against one or more of the Debtors.

1.97 "***Governmental Unit***" means a "governmental unit" as such term is defined in section 101(27) of the Bankruptcy Code.

1.98 "***Holder***" means an Entity holding a Claim or Interest.

1.99 "***Impaired***" means, with respect to a Claim, Interest, or Class of Claims or Interests, "impaired" within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

1.100 "***Indemnification Provisions***" means the Debtors' indemnification provisions in effect as of the Petition Date (whether in the Debtors' bylaws, certificates of incorporation or formation, limited liability company agreements, other organizational or formation documents, board resolutions, indemnification agreements, employment contracts, or as provided in and by applicable law or otherwise) for the Indemnified Parties.

1.101 "***Indemnified Parties***" means any of the Debtors' current and former directors, officers, managers, members, employees, accountants, investment bankers, attorneys, and other professionals, each of the foregoing solely in their capacity as such.

1.102 "***Intercompany Claim***" means any Claim against any of the Debtors held by another Debtor; *provided* that "Intercompany Claims" shall not include the OpCo Intercompany Term Loan Claims.

1.103 "***Intercompany Interest***" means any Interest in one Debtor held by another Debtor.

1.104 "***Intercompany Settlement***" means the settlement of all Claims and Causes of Action directly or indirectly related to the OpCo Intercompany Term Loans, between the OpCo Debtors, on the one hand, and the OpCo Intercompany Term Lender, on the other hand, including all Claims and Causes of Action against their respective directors, managers, officers, and other related parties, any such Claims or Causes of Action investigated as part of the OpCo Investigation, and the OpCo Intercompany Term Loan Claims, on the terms and conditions set forth herein, in the Restructuring Support Agreement, and in any other applicable Definitive Documents, and as further described in Article 5.1.

1.105 "***Interest***" means any "equity security" (as such term is defined in section 101(16) of the Bankruptcy Code) in any of the Debtors, including all shares (or any class thereof), common stock, preferred stock, limited liability company interests, membership interests, and any other equity, ownership, or profits interests of any Debtor, and options, warrants, rights, stock appreciation rights, phantom units, incentives, restricted stock units, commitments, calls, redemption rights, repurchase rights, or other securities or arrangements, whether fully vested or vesting in the future, to acquire or subscribe for, or which are convertible into, or exercisable or exchangeable for the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, membership interests, or any other equity, ownership, or profits interests of any Debtor (in each case whether or not arising under or in connection with any employment agreement), excluding, for the avoidance of doubt, convertible debt securities.

1.106 "***Interim DIP Order***" means any order entered by the Bankruptcy Court authorizing the Debtors to enter into the DIP Documents and approving, among other things, the DIP Facilities, the Debtors' use of Cash collateral, and the parties' rights with respect thereto on an interim basis

(as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time).

1.107 "***Irish Confirmation Order***" means an order of the High Court of Ireland to be made pursuant to Section 541 of the Companies Act 2014 of Ireland confirming the Irish Scheme of Arrangement without material modification.

1.108 "***Irish Documents***" means any petitions, schemes of arrangement, proposals, agreements, and other documents entered into or to be entered into in connection with or in furtherance of the Irish Examinership Proceedings, including the Irish Confirmation Order.

1.109 "***Irish Examiner***" means an examiner appointed to Trinseo PLC and/or any other Debtor under Section 509 of the Companies Act 2014 of Ireland, including any such examiner appointed on an interim basis under Section 512(7) of the Companies Act of 2014 of Ireland, by order of the High Court of Ireland on the commencement of the Irish Examinership Proceedings.

1.110 "***Irish Examinership Proceedings***" means the examinership proceedings to be commenced by the directors of Trinseo PLC or any other Company Party, in respect of Trinseo PLC or any other Debtor, as applicable, pursuant to and in accordance with the requirements of Part 10 of the Companies Act of 2014 of Ireland.

1.111 "***Irish Scheme of Arrangement***" means the proposals for one or more compromise or scheme of arrangement in relation to Trinseo PLC and/or any other Debtor to be formulated and proposed by the Irish Examiner pursuant to section 539 of the Companies Act 2014 of Ireland in connection with the Irish Examinership Proceedings and submitted to the High Court of Ireland for confirmation pursuant to Section 541 of the Companies Act 2014 of Ireland, and which will be based on and consistent in all respects with the Plan and substantially in the form of the draft scheme of arrangement to be included in the Plan Supplement and to be annexed to the petition presented to the High Court of Ireland at the commencement of the Irish Examinership Proceedings.

1.112 "***Irish Takeover Rules***" means the Irish Takeover Panel Act 1997, Takeover Rules, 2022, as amended or replaced from time to time.

1.113 "***Judicial Code***" means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

1.114 "***Law***" means any federal, state, local, or non-U.S. law (including, in each case, any common law), statute, code, ordinance, rule, regulation, decree, injunction, order, ruling, assessment, writ or other legal requirement, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a Governmental Unit of competent jurisdiction (including the Bankruptcy Court).

1.115 "***Lien***" means a "lien" as such term is defined in section 101(37) of the Bankruptcy Code.

1.116 "***Lien/Guaranty Release Documents***" means all payoff letters, termination letters, agent acknowledgment of lien and guaranty release letters, and/or any other documents, agreements, or filings necessary or reasonably requested to effectuate the release of all liens and

guaranties with respect to all Company Parties and any of their subsidiaries or Affiliates on account of the Prepetition Funded Debt.

1.117 "***Local Rules***" means the Bankruptcy Local Rules for the Southern District of Texas and the Procedures for Complex Cases in the Southern District of Texas.

1.118 "***Minority Ad Hoc Group***" means the minority group of creditors led by CastleKnight that did not execute the Restructuring Support Agreement, together with each member thereof and their respective Affiliates and Related Parties.

1.119 "***MIP***" means the management incentive plan to be adopted by the New Board on the Effective Date.

1.120 "***New Board***" means the initial members of the board of directors or other governing body of Reorganized Parent, as determined by the Super HoldCo ERO Commitment Parties in their sole discretion; *provided* that the New Board shall, at a minimum, contain (a) Reorganized Parent's Chief Executive Officer, and (b) one (1) member selected by the Supporting OpCo 2028 Term Lenders, which member may be removed or replaced by certain of the Supporting OpCo 2028 Term Lenders on customary terms subject to continuing equity ownership thresholds.

1.121 "***New Corporate Governance Documents***" means all documents, agreements, and disclosures concerning, or relating to the formation, capitalization, administration or governance of, the Reorganized Debtors and/or any of their respective subsidiaries on and after the Effective Date, which may include any form of certificate or articles of incorporation, charter, bylaws, limited liability company agreement, partnership agreement, shareholders' agreement, trust agreement, and such other applicable formation, capitalization, organizational, administrative, and governance documents, which shall be Filed with the Plan Supplement.

1.122 "***New Intercreditor Agreement***" means a new intercreditor agreement to be entered into by certain of the Reorganized Debtors, the Exit Term Loan Agent, and the Exit RCF Agent on the Effective Date, if necessary.

1.123 "***New Term Loan Facility***" means the newly-syndicated term loan facility to be entered into by the Reorganized Debtors on the Effective Date if, in connection with the Exit Term Loan Process, the Debtors obtain commitments from one or more third-party lenders to provide such term loan facility on terms (i) equal to or better than those set forth in the Exit Term Loan Facility Term Sheet, and (ii) otherwise reasonably acceptable to the Debtors and the Requisite Supporting Senior Creditors.

1.124 "***New Term Loans***" means the term loans under the New Term Loan Facility pursuant to the Exit Term Loan Credit Documents, if applicable.

1.125 "***Non-Voting Classes***" means, collectively, Classes 1 through 3 and 7 through 12.

1.126 "***Notice***" has the meaning set forth in Article 12.10.

1.127 "***OpCo 2028 Backstop Purchase Agreement***" means that certain Backstop Purchase Agreement, by and among the Debtors and each of the OpCo 2028 ERO Commitment Parties.

1.128 "***OpCo 2028 ERO Allocation Interests***" means 7.16% of the Reorganized Common Interests that are issued and outstanding on the Effective Date (prior to any issuances on account of the MIP, but subject to dilution by the MIP), solely allocated to the OpCo 2028 ERO Commitment Parties on the terms set forth in the OpCo 2028 Backstop Purchase Agreement and the other applicable Equity Rights Offering Documents.

1.129 "***OpCo 2028 ERO Allocation Interests Aggregate Purchase Price***" means $40.50 million.

1.130 "***OpCo 2028 ERO Commitment Parties***" means certain Holders of OpCo 2028 Term Loan Claims that have agreed to, among other things, backstop the purchase of any unsubscribed OpCo 2028 ERO Interests, and are party to the Restructuring Support Agreement and the OpCo 2028 Backstop Purchase Agreement.

1.131 "***OpCo 2028 ERO Interests***" means the OpCo 2028 Term Lenders' aggregate Pro Rata Share of the OpCo ERO Interests, which equals 10.74% of the Reorganized Common Interests that are issued and outstanding on the Effective Date (prior to any issuances on account of the MIP, but subject to dilution by the MIP).

1.132 "***OpCo 2028 ERO Interests Aggregate Purchase Price***" means $60.75 million.

1.133 "***OpCo 2028 ERO Premium Interests***" means (i) 1.79% of the Reorganized Common Interests that are issued and outstanding on the Effective Date (prior to any issuances on account of the MIP, but subject to dilution by the MIP), payable to the OpCo 2028 ERO Commitment Parties on the terms set forth in the OpCo 2028 Backstop Purchase Agreement, and (ii) 2.0% of the Reorganized Common Interests that are issued and outstanding on the Effective Date (prior to any issuances on account of the MIP, but subject to dilution by the MIP), payable to the OpCo 2028 ERO Commitment Parties on the terms set forth in the OpCo 2028 Backstop Purchase Agreement and the other applicable Equity Rights Offering Documents.

1.134 "***OpCo 2028 Subscription Rights***" means the rights to subscribe for the OpCo 2028 ERO Interests in connection with the Equity Rights Offering, to be allocated to Eligible Holders of Allowed OpCo 2028 Term Loan Claims in accordance with this Plan and the Equity Rights Offering Documents.

1.135 "***OpCo 2028 Term Lenders***" means the Holders of OpCo 2028 Term Loans (or participations therein) under the OpCo Term Loan Credit Agreement.

1.136 "***OpCo 2028 Term Loan Claims***" means all Claims against a Debtor arising under, derived from, based on, related to, or on account of, the OpCo 2028 Term Loans or the OpCo Term Loan Credit Documents, but excluding, for the avoidance of doubt, the OpCo Intercompany Term Loan Claims.

1.137 "***OpCo 2028 Term Loans***" means the term loans (including any participations therein) due May 3, 2028 under the OpCo Term Loan Credit Agreement, but excluding, for the avoidance of doubt, the OpCo Intercompany Term Loans.

1.138 "***OpCo Debtors***" means, collectively, Debtors Trinseo Holding S.à r.l., Trinseo Materials Finance, Inc., Trinseo International Holding LLC, Trinseo Luxco S.à r.l., Trinseo US Holding, Inc., Trinseo Holding B.V., and Trinseo LLC.

1.139 "***OpCo DIP Agent***" means the administrative agent and collateral agent under the OpCo DIP Credit Agreement, including its successors, assigns, or any replacement agent appointed pursuant to the terms of the OpCo DIP Credit Agreement.

1.140 "***OpCo DIP Claims***" means, collectively, the OpCo DIP New Money Claims and the OpCo DIP Roll-Up Claims.

1.141 "***OpCo DIP Commitment Letter***" means that certain commitment letter dated May 13, 2026, among the Debtors and the OpCo DIP Commitment Parties (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time), attached as Exhibit D to the Restructuring Support Agreement.

1.142 "***OpCo DIP Commitment Parties***" means, collectively, the "Commitment Parties" as defined in the OpCo DIP Commitment Letter.

1.143 "***OpCo DIP Credit Agreement***" means that certain super-senior secured debtor-in-possession credit agreement, by and among the Debtors, the OpCo DIP Agent, and the OpCo DIP Lenders, setting forth the terms and conditions of the OpCo DIP Facility, as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

1.144 "***OpCo DIP Documents***" means, collectively, (a) any DIP Orders approving the OpCo DIP Facility and (b) the OpCo DIP Credit Agreement and any related notes, certificates, agreements, intercreditor agreements, security agreements, deeds of trust, documents, and instruments (including any amendments, restatements, amendments and restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith.

1.145 "***OpCo DIP Facility***" means the senior secured superpriority debtor-in-possession term loan financing facility to be provided to the Debtors comprising (a) the OpCo DIP New Money Loans and (b) the OpCo DIP Roll-Up Loans, on the terms and conditions set forth in the OpCo DIP Documents.

1.146 "***OpCo DIP Lenders***" means, collectively, the OpCo DIP Commitment Parties and any other RCF Lenders from time to time party to the OpCo DIP Credit Agreement, as lenders thereunder.

1.147 "***OpCo DIP Loans***" means, collectively, the OpCo DIP New Money Loans and the OpCo DIP Roll-Up Loans.

1.148 "***OpCo DIP New Money Claims***" means all Claims against a Debtor arising under, derived from, based on, related to, or on account of, the OpCo DIP Loans, the OpCo DIP Facility, or the OpCo DIP Documents that are not OpCo DIP Roll-Up Claims.

1.149 "***OpCo DIP New Money Loans***" means the new money term loans made by the OpCo DIP Lenders pursuant to the OpCo DIP Documents.

1.150 "***OpCo DIP Put Option Premium***" means the "Put Option Premium" as defined in the OpCo DIP Commitment Letter.

1.151 "***OpCo DIP Roll-Up Claims***" means all Claims against a Debtor arising under, derived from, based on, related to, or on account of, the OpCo DIP Roll-Up Loans or the obligations related thereto.

1.152 "***OpCo DIP Roll-Up Loans***" means the term loans made pursuant to the OpCo DIP Documents consisting of rolled-up RCF Claims.

1.153 "***OpCo ERO Interests***" means, collectively, the OpCo 2028 ERO Interests and the OpCo Intercompany ERO Interests.

1.154 "***OpCo Exit Distribution***" means $35 million in aggregate principal amount of Takeback Term Loans and/or Cash (with the amount of Cash to be received to be determined based on the amount of Cash available, if any, as a result of the Exit Term Loan Process after payment of the RCF Distribution and the Super HoldCo DIP Roll-Up Distribution, and any such available Cash to be split *pro rata* with payments under clause (a) of the definition of "Super HoldCo 1L Distribution"), allocated to Holders of Allowed OpCo Term Loan Claims pursuant to and in connection with the Intercompany Settlement.

1.155 "***OpCo Independent Managers***" means M. Elizabeth Abrams and Alan J. Carr, in their capacities as independent managers of the board of Trinseo Holding and the board of Trinseo LuxCo and as independent directors of Trinseo Materials and Trinseo US Holding, Inc.

1.156 "***OpCo Intercompany ERO Interests***" means the OpCo Intercompany Term Lenders' Pro Rata Share of the OpCo ERO Interests, which equals 22.97% of the Reorganized Common Interests that are issued and outstanding on the Effective Date (prior to any issuances on account of the MIP, but subject to dilution by the MIP).

1.157 "***OpCo Intercompany ERO Interests Aggregate Purchase Price***" means an amount equal to $129.93 million.

1.158 "***OpCo Intercompany Subscription Rights***" means the rights to subscribe for the OpCo Intercompany ERO Interests in connection with the Equity Rights Offering, to be allocated to Eligible Holders of Allowed Super HoldCo 1L Claims in accordance with this Plan and the Equity Rights Offering Documents.

1.159 "***OpCo Intercompany Term Lender***" means Trinseo Luxco Finance, in its capacity as lender under the OpCo Term Loan Credit Agreement and Holder of the OpCo Intercompany Term Loan Claims.

1.160 "***OpCo Intercompany Term Loan Claims***" means all Claims by the OpCo Intercompany Term Lender against a Debtor arising under, derived from, based on, related to, or on account of, the OpCo Intercompany Term Loans or the OpCo Term Loan Credit Documents, but excluding, for the avoidance of doubt, the OpCo 2028 Term Loan Claims.

1.161 "***OpCo Intercompany Term Loans***" means the term loans under the OpCo Term Loan Credit Agreement held by the OpCo Intercompany Term Lender.

1.162 "***OpCo Intercreditor Agreement***" means that certain Intercreditor and Collateral Agency Agreement dated as of September 6, 2017, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, among the Debtors, the OpCo Term Loan Agent, and the other parties thereto.

1.163 "***OpCo Investigation***" means the independent investigation conducted by the OpCo Independent Managers, with the assistance of Quinn Emanuel Urquhart & Sullivan, LLP and Portage Point Partners LLC, of (a) potential claims or Causes of Action that may be asserted by or on behalf of Trinseo Holding or Trinseo LuxCo, including potential claims or Causes of Action arising from the 2023 Refinancing, the 2025 Refinancing, and the 2026 Financings, and (b) whether Trinseo Holding or Trinseo LuxCo should retain, release, or seek to settle any such potential claims or Causes of Action.

1.164 "***OpCo Subscription Rights***" means, collectively, the OpCo 2028 Subscription Rights and the OpCo Intercompany Subscription Rights.

1.165 "***OpCo Term Loan Agent***" means Deutsche Bank AG New York Branch, in its capacity as administrative agent and collateral agent under the OpCo Term Loan Credit Agreement, or, as applicable, its successors, assigns, or any replacement agent appointed pursuant to the terms of the OpCo Term Loan Credit Documents.

1.166 "***OpCo Term Loan Claims***" means, collectively, the OpCo 2028 Term Loan Claims and the OpCo Intercompany Term Loan Claims.

1.167 "***OpCo Term Loan Credit Agreement***" means that certain Credit Agreement dated September 6, 2017, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, among Trinseo LuxCo, Trinseo Holding, Trinseo Materials, the other guarantors party thereto, the OpCo 2028 Term Lenders from time to time party thereto, the OpCo Intercompany Term Lender, and the OpCo Term Loan Agent.

1.168 "***OpCo Term Loan Credit Documents***" means, collectively, the OpCo Term Loan Credit Agreement, together with all other related documents, instruments, and agreements, in each case, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

1.169 "***OpCo Term Loans***" means, collectively, the OpCo 2028 Term Loans and the OpCo Intercompany Term Loans.

1.170 "***Opt-In Release Form***" means the form to be provided to Holders of Claims and Interests in Classes that are deemed to reject this Plan in connection with Solicitation by which such Holders may elect to affirmatively opt in to the Third-Party Release.

1.171 "***Opt-Out Release Form***" means the form to be provided to Holders (other than Debtors) of Claims and Interests in Non-Voting Classes that are presumed to accept this Plan in connection with Solicitation by which such Holders may elect to affirmatively opt out of the Third-Party Release.

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

1.173 "***Other Secured Claim***" means any Secured Claim against a Debtor, other than a DIP Claim or a Prepetition Funded Debt Claim.

1.174 "***Parent***" means Trinseo PLC, a public limited company incorporated in Ireland.

1.175 "***Person***" means an individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited liability partnership, trust, estate, unincorporated organization, Governmental Unit, or other Entity.

1.176 "***Petition Date***" means the date on which the Debtors commenced the Chapter 11 Cases.

1.177 "***Plan***" means this *Joint Prepackaged Plan of Reorganization of Trinseo PLC and Its Debtor Affiliates Under Chapter 11 of the Bankruptcy Code*, dated as of the date hereof, including all exhibits, supplements, appendices, and schedules thereto (including the Plan Supplement Documents), as the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

1.178 "***Plan Securities***" means, collectively, the Reorganized Common Interests (including Reorganized Common Interests issued on account of the MIP, the ERO Interests, the ERO Allocation Interests, and the Premium Interests) and the Subscription Rights.

1.179 "***Plan Supplement***" means, collectively, the compilation of the Plan Supplement Documents, all of which are incorporated by reference into, and are an integral part of, this Plan, as all of the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

1.180 "***Plan Supplement Documents***" means, collectively, all documents and forms of documents, and all exhibits, attachments, schedules, agreements, documents and instruments referred to in the Plan Supplement, ancillary or otherwise, all of which are incorporated by reference into, and are an integral part of, this Plan, as all of the same may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time. The Plan Supplement Documents will include the following documents: (a) the Restructuring Steps Exhibit; (b) the Exit Term Loan Credit Agreement; (c) the Exit RCF Facility Agreement; (d) the New Corporate Governance Documents; (e) the Exit Securitization Program Documents; (f) the

Equity Rights Offering Documents; (g) the Schedule of Retained Causes of Action; (h) the identity of the members of the New Board and any officers of the Reorganized Debtors (to the extent known); (i) the Schedule of Rejected Executory Contracts and Unexpired Leases; (j) the New Intercreditor Agreement, if necessary; and (k) the Irish Documents.

1.181 "***Postpetition Securitization Program***" means the Prepetition Securitization Program, as such facility is in effect during the postpetition period prior to the Effective Date on terms and conditions reasonably acceptable to the Debtors, the Requisite Supporting OpCo 2028 Term Lenders, and the Requisite Supporting Senior Creditors.

1.182 "***Postpetition Securitization Program Claim***" means any Claim against a Debtor arising under, derived from, based on, related to, or on account of, the Postpetition Securitization Program or the Postpetition Securitization Program Documents.

1.183 "***Postpetition Securitization Program Documents***" means, collectively, the credit agreement governing the Postpetition Securitization Program, together with all other related documents, instruments, and agreements, in each case, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

1.184 "***Postpetition Securitization Program Motion***" means the *Emergency Motion of Debtors for Entry of Interim and Final Orders (A) Authorizing Certain Debtors to Continue Selling Receivables and Related Assets Pursuant to a Securitization Program; (B) Modifying the Automatic Stay; (C) Scheduling a Final Hearing; and (D) Granting Related Relief*, Filed contemporaneously with this Plan.

1.185 "***Premium Interests***" means, collectively, the Super HoldCo Settlement Premium Interests, the Super HoldCo ERO Premium Interests, and the OpCo 2028 ERO Premium Interests.

1.186 "***Prepetition Funded Debt***" means, collectively, the Super HoldCo 1L Loans, the RCF Obligations, the OpCo Term Loans, and the 2029 Notes.

1.187 "***Prepetition Funded Debt Claims***" means, collectively, the Super HoldCo 1L Claims, the RCF Claims, the OpCo Term Loan Claims, and the 2029 Notes Claims.

1.188 "***Prepetition Funded Debt Documents***" means, collectively, the Super HoldCo 1L Credit Documents, the RCF Credit Documents, the OpCo Term Loan Credit Documents, and the 2029 Notes Documents.

1.189 "***Prepetition Securitization Program***" means the "Prepetition Securitization Program" as such term is defined in the Postpetition Securitization Program Motion.

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

1.191 "***Pro Rata Share***" means, unless otherwise specified herein, an amount equal to the ratio (expressed as a percentage) that the amount of an Allowed Claim or Interest in a particular

Class bears to the aggregate amount of all Allowed Claims or Interests, as applicable, in such Class.

1.192 "***Proceeding***" means any action, claim, complaint, petition, suit, arbitration, mediation, alternative dispute resolution procedure, hearing, audit, examination, investigation or other proceeding by or before any Governmental Unit.

1.193 "***Professional***" means an Entity: (a) employed in the Chapter 11 Cases pursuant to a Final Order in accordance with sections 327, 328, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered on or after the Petition Date and prior to or on the Effective Date pursuant to sections 327, 328, 329, 330, and 331 of the Bankruptcy Code, or (b) for which compensation and reimbursement has been Allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code, in each case, excluding any ordinary course professionals retained pursuant to a Final Order.

1.194 "***Professional Fee Claim***" means any Claim by a Professional seeking an award of compensation for services rendered or reimbursement of expenses incurred on or after the Petition Date and prior to or on the Effective Date under sections 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code.

1.195 "***Professional Fee Escrow Account***" means an interest-bearing account established, maintained, and funded by the Reorganized Debtors with Cash on the Effective Date in an amount equal to the Professional Fee Escrow Amount as set forth in Article 2.1.

1.196 "***Professional Fee Escrow Amount***" means the aggregate amount of unpaid Professional Fee Claims that the applicable Professionals estimate they have incurred or will incur in rendering services in the Chapter 11 Cases on or after the Petition Date and through and including the Effective Date, which estimates the Professionals shall deliver to the Debtors within five (5) calendar days before the Effective Date.

1.197 "***Proof of Claim***" means a proof of Claim filed against any of the Debtors in the Chapter 11 Cases.

1.198 "***RCF Agent***" means Deutsche Bank AG New York Branch, in its capacity as administrative agent and collateral agent under the RCF Credit Agreement, or, as applicable, its successors, assigns, or any replacement agent appointed pursuant to the terms of the RCF Credit Documents.

1.199 "***RCF Agent Advisors***" means White & Case LLP, as legal counsel, and, subject to prior written consent from the Debtors (in their sole discretion), such other legal advisors that may be retained by or on behalf of the RCF Agent.

1.200 "***RCF Claims***" means all Claims against a Debtor arising under, derived from, based on, related to, or on account of, the RCF Obligations or the RCF Credit Documents.

1.201 "***RCF Credit Agreement***" means that certain Credit Agreement dated January 17, 2025, as amended, restated, amended and restated, supplemented, or otherwise

modified from time to time, among Trinseo Holding, Trinseo LuxCo, Trinseo Materials, the other guarantors party thereto, the RCF Lenders from time to time party thereto, and the RCF Agent.

1.202 "***RCF Credit Documents***" means, collectively, the RCF Credit Agreement, together with all other related documents, instruments, and agreements, in each case, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

1.203 "***RCF Distributable Cash***" means the amount by which the projected, unrestricted Cash of the Debtors or Reorganized Debtors on the Effective Date (including, for the avoidance of doubt, net Cash proceeds of the New Term Loan Facility (if applicable) and the Equity Rights Offering) exceeds $125 million, after taking into account any amounts paid or to be paid on account of the treatment afforded under this Plan to Holders of Allowed OpCo DIP Claims and Holders of Allowed Super HoldCo DIP New Money Claims, as determined in good faith by the Debtors' Chief Restructuring Officer.

1.204 "***RCF Distribution***" means: (a) the RCF Distributable Cash, if any; and (b) to the extent the aggregate amount of Allowed RCF Claims exceeds the amount of any RCF Distributable Cash, the amount of such excess in the form of Takeback Term Loans and/or Cash (with the amount of Cash to be received to be determined based on the amount of Cash available, if any, as a result of the Exit Term Loan Process).

1.205 "***RCF Lenders***" means the Holders of RCF Obligations under the RCF Credit Agreement.

1.206 "***RCF Obligations***" means the revolving loans, any risk participations in letters of credit, and revolving commitments under the RCF Credit Agreement.

1.207 "***Regulatory Approvals***" means (a) clearance or approval under Antitrust Laws in (i) the United States, (ii) Germany, and (iii) South Korea (in each case, as applicable, and, if necessary); (b) clearance or approval under other non-U.S. investment Laws, including France, Italy and Sweden (in each case, as applicable, and, if necessary); and (c) any other regulatory approvals from any regulatory regimes necessary to consummate the Restructuring Transactions.

1.208 "***Related Parties***" means with respect to a Person, that Person's current and former Affiliates, and such Person's and its current and former Affiliates' current and former directors, managers, officers, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, predecessors, participants, successors, and assigns, subsidiaries, and each of their respective current and former equity holders, officers, directors, managers, principals, members, employees, agents, fiduciaries, trustees, advisory board members, financial advisors, limited partners, general partners, attorneys, accountants, managed accounts or funds, management companies, fund advisors, investment bankers, consultants, investment managers, investment advisors, representatives, and other professionals, in each case, acting in such capacity, and any Person claiming by or through any of them, including such Related Party's respective heirs, executors, estates, and nominees, each in their capacity as such.

1.209 "***Released Parties***" means, each of, and in each case solely in its capacity as such: (a) each Debtor and each Reorganized Debtor; (b) the Debtors' current and former directors,

officers, and employees, including the OpCo Independent Managers; (c) each DIP Secured Party (as defined in the DIP Orders) (including, for each, in their capacities as lenders); (d) the Agents; (e) each Supporting Creditor; (f) each DIP Commitment Party; (g) each Equity Rights Offering Commitment Party; (h) the agents and lenders under the Postpetition Securitization Program; and (i) with respect to each of the foregoing Persons in clauses (a) through (h), such Person and its Related Parties; *provided* that, in each case, a Person shall not be a Released Party if such Person: (w) elects to opt out of, or not to opt in to, as applicable, the Third-Party Release; (x) timely objects to the Third-Party Release, either through (i) formal objection filed on the docket of the Chapter 11 Cases, or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation; (y) is CastleKnight or any member of the Minority Ad Hoc Group (or any of their respective Affiliates or Related Parties); or (z) any Person, other than a Supporting Creditor, that breaches or is reasonably alleged to have breached its obligations under the OpCo Intercreditor Agreement or the Super HoldCo Intercreditor Agreement.

1.210 "***Releases***" means, collectively, the Debtor Release and the Third-Party Release.

1.211 "***Releasing Parties***" means, collectively, and in each case solely in its capacity as such: (a) the Released Parties; (b) all Holders of Claims and Interests who (i) vote to accept this Plan, (ii) are presumed to accept this Plan, (iii) abstain from voting on this Plan, or (iv) vote to reject this Plan and who, in each case, do not affirmatively opt out of the Third-Party Release by checking the applicable box on their Opt-Out Release Form or ballot, in accordance with the procedures set forth in the Solicitation Procedures Order; (c) all Holders of Claims and Interests who are deemed to reject this Plan and who, in each case, affirmatively opt in to the Third-Party Release by checking the applicable box on their Opt-In Release Form indicating that they opt to grant the Third-Party Release in accordance with the procedures set forth in the Solicitation Procedures Order; and (d) each Related Party of each of the foregoing Persons in clauses (a) through (c), solely to the extent such Related Party (I) would be obligated to grant a release under the principles of agency if it were so directed by the Debtors, the Reorganized Debtors, or the Entity in the foregoing clauses (a) through (c) to whom they are related, or (II) may assert Claims or Causes of Action on behalf of or in a derivative capacity by or through the Debtors, the Reorganized Debtors or an Entity in the foregoing clauses (a) through (c). A Person shall not be a Releasing Party if such Person: (x) elects to opt out of, or not to opt in to, as applicable, the Third-Party Release; or (y) timely objects to the Third-Party Release, either through (i) formal objection filed on the docket of the Chapter 11 Cases, or (ii) informal objection provided to the Debtors in writing, including by electronic mail, and such objection is not resolved or withdrawn from the docket of the Chapter 11 Cases or in writing, including via electronic mail, as applicable, before Confirmation.

1.212 "***Reorganized Common Interests***" means a single class of new common equity interests of Reorganized Parent to be issued on the Effective Date or as otherwise permitted pursuant to this Plan and the New Corporate Governance Documents.

1.213 "***Reorganized Debtors***" means a Debtor, or any successor or assign thereto, by merger, consolidation, reorganization, or otherwise, in the form of a corporation, limited liability

company, partnership, or other form, as the case may be, on and after the Effective Date, including Reorganized Parent.

1.214 "***Reorganized Parent***" means, subject to the Restructuring Steps Exhibit and the applicable New Corporate Governance Documents, a newly formed Delaware limited liability company as mutually determined by the Debtors and the Requisite Supporting Senior Creditors to be the Reorganized Debtors' (other than Trinseo Luxco Finance, unless mutually determined by the Debtors and the Requisite Supporting Senior Creditors) new corporate parent as of the Effective Date, as reorganized pursuant to this Plan or as otherwise agreed between the Debtors and the Requisite Supporting Senior Creditors; *provided* that any determination or structure of Reorganized Parent that is materially adverse to the treatment or recoveries of the Supporting OpCo 2028 Term Lenders, taken as a whole, shall require the reasonable consent of the Requisite Supporting OpCo 2028 Term Lenders.

1.215 "***Requisite Supporting OpCo 2028 Term Lenders***" has the meaning set forth in the Restructuring Support Agreement.

1.216 "***Requisite Supporting Senior Creditors***" has the meaning set forth in the Restructuring Support Agreement.

1.217 "***Restructuring Fees and Expenses***" means all reasonable and documented out-of-pocket fees, costs, and expenses of the Ad Hoc Group of Senior Secured Creditors Advisors, the Ad Hoc Group of OpCo 2028 Term Lenders Advisors, the RCF Agent Advisors, and the Super HoldCo 1L Agent Advisors, in each case, in connection with the negotiation, formulation, preparation, execution, delivery, implementation, consummation and/or enforcement of the Restructuring Support Agreement, this Plan, the other Definitive Documents, the Restructuring Transactions, and the transactions contemplated hereby and thereby.

1.218 "***Restructuring Steps Exhibit***" means the document setting forth the sequence of certain Restructuring Transactions, which shall be Filed with the Plan Supplement.

1.219 "***Restructuring Support Agreement***" means that certain Restructuring Support Agreement, dated as of May 13, 2026, by and among the Company Parties and the Supporting Creditors (together with all exhibits, supplements, annexes, appendices, schedules, and term sheets attached thereto, and as amended, restated, amended and restated, supplemented, or otherwise modified from time to time), attached as Exhibit B to the Disclosure Statement.

1.220 "***Restructuring Term Sheet***" means the Restructuring Term Sheet attached as Exhibit A to the Restructuring Support Agreement.

1.221 "***Restructuring Transactions***" has the meaning set forth in Article 5.1 of this Plan.

1.222 "***Retained Causes of Action***" means all Claims, rights, and Causes of Action of the Debtors and their Estates that are not released pursuant to this Plan, including any Claims, rights, and Causes of Action set forth in the Schedule of Retained Causes of Action included in the Plan Supplement.

1.223 "***Schedule of Rejected Executory Contracts and Unexpired Leases***" means the schedule of certain Executory Contracts and Unexpired Leases, if any, to be rejected by the Debtors pursuant to this Plan, which shall be Filed with the Plan Supplement, if applicable.

1.224 "***Schedule of Retained Causes of Action***" means the schedule of Retained Causes of Action, which shall be Filed with the Plan Supplement.

1.225 "***Secured Claim***" means a Claim that is secured by a Lien on property in which any of the Debtors' Estates have an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of such Claim Holder's interest in such Estate'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, in the case of setoff, pursuant to section 553 of the Bankruptcy Code.

1.226 "***Secured Tax Claim***" means any Secured Claim which, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code.

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

1.228 "***Securities Exchange Act***" means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a *et seq.*, as now in effect or hereafter amended, and the rules and regulations promulgated thereunder.

1.229 "***Solicitation***" means the solicitation of votes on this Plan pursuant to sections 1125 and 1126 of the Bankruptcy Code.

1.230 "***Solicitation Agent***" means Kroll Restructuring Administration LLC, in its capacity as solicitation, notice, claims and balloting agent for the Debtors, or, as applicable, any successors, assignees, or delegees thereof.

1.231 "***Solicitation Materials***" means any materials used in connection with the Solicitation, including the Disclosure Statement and any procedures established by the Bankruptcy Court with respect to the Solicitation pursuant to the Solicitation Procedures Order (if any).

1.232 "***Solicitation Procedures Order***" means the order of the Bankruptcy Court approving the Solicitation Materials and scheduling the Combined Hearing.

1.233 "***Specified ERO Commitment Parties***" means the two members of the Ad Hoc Group of OpCo 2028 Term Lenders that directly or beneficially hold greater than $50 million in Super HoldCo 1L Claims as of the date of the Restructuring Support Agreement.

1.234 "***Subscription Rights***" means, collectively, the Super HoldCo Subscription Rights and the OpCo Subscription Rights.

1.235 "***Super HoldCo 1L Agent***" means Alter Domus (US) LLC, in its capacity as administrative agent and collateral agent under the Super HoldCo 1L Credit Agreement, or, as

applicable, its successors, assigns, or any replacement agent appointed pursuant to the terms of the Super HoldCo 1L Credit Documents.

1.236 "***Super HoldCo 1L Agent Advisors***" means Pryor Cashman LLP, as legal counsel and, subject to prior written consent from the Company Parties (in their sole discretion), such other legal advisors that may be retained by or on behalf of the Super HoldCo 1L Agent.

1.237 "***Super HoldCo 1L Claims***" means all Claims against a Debtor arising under, derived from, based on, related to, or on account of, the Super HoldCo 1L Loans or the Super HoldCo 1L Credit Documents.

1.238 "***Super HoldCo 1L Credit Agreement***" means that certain Credit Agreement dated September 8, 2023, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, among Trinseo Luxco Finance, Trinseo PLC, Trinseo NA Finance LLC, Trinseo NA Finance SPV LLC, the other guarantors party thereto, the Super HoldCo 1L Lenders from time to time party thereto, and the Super HoldCo 1L Agent.

1.239 "***Super HoldCo 1L Credit Documents***" means, collectively, the Super HoldCo 1L Credit Agreement, together with all other related documents, instruments, and agreements, in each case, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

1.240 "***Super HoldCo 1L Deficiency Claims***" means the portion of the Super HoldCo 1L Claims that is determined pursuant to section 506(a) of the Bankruptcy Code or similar provision to be unsecured.

1.241 **"*Super HoldCo 1L Distribution*"** means: (a) $810 million *minus* the aggregate amount of Takeback Term Loans and/or Cash distributed pursuant to clause (b) of the definition of "RCF Distribution" and clause (b) of the definition of "Super HoldCo DIP Roll-Up Distribution," in the form of Takeback Term Loans and/or Cash (with the amount of Cash to be received to be determined based on the amount of Cash available, if any, as a result of the Exit Term Loan Process after payment of the RCF Distribution and the Super HoldCo DIP Roll-Up Distribution, and any such available Cash to be split *pro rata* with payments pursuant to the OpCo Exit Distribution), (b) 10% of the Reorganized Common Interests that are issued and outstanding on the Effective Date (prior to any issuances on account of the MIP, but subject to dilution by the MIP), (c) the Super HoldCo Subscription Rights, and (d) the OpCo Intercompany Subscription Rights.

1.242 "***Super HoldCo 1L Lenders***" means the Holders of Super HoldCo 1L Loans (or participations therein) under the Super HoldCo 1L Credit Agreement.

1.243 "***Super HoldCo 1L Loans***" means the term loans (including any participations in term loans) under the Super HoldCo 1L Credit Agreement.

1.244 "***Super HoldCo Backstop Purchase Agreement***" means that certain Backstop Purchase Agreement, by and among the Debtors and each of the Super HoldCo ERO Commitment Parties.

1.245 "***Super HoldCo Debtors***" means, collectively, Trinseo Luxco Finance SPV S.à r.l., Trinseo NA Finance SPV LLC, Trinseo PLC, Aristech Surfaces LLC, Altuglas LLC, and Trinseo NA Finance LLC.

1.246 "***Super HoldCo DIP Agent***" means the administrative agent and collateral agent under the Super HoldCo DIP Credit Agreement, including its successors, assigns, or any replacement agent appointed pursuant to the terms of the Super HoldCo DIP Documents.

1.247 "***Super HoldCo DIP Claims***" means, collectively, the Super HoldCo DIP New Money Claims and the Super HoldCo DIP Roll-Up Claims.

1.248 "***Super HoldCo DIP Commitment Letter***" means that certain commitment letter dated May 13, 2026, among the Debtors and the Super HoldCo DIP Commitment Parties (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time), attached as Exhibit E to the Restructuring Support Agreement.

1.249 "***Super HoldCo DIP Commitment Parties***" means, collectively, the "Commitment Parties" as defined in the Super HoldCo DIP Commitment Letter.

1.250 "***Super HoldCo DIP Credit Agreement***" means that certain super-senior secured debtor-in-possession credit agreement, by and among the Debtors, the Super HoldCo DIP Agent, and the Super HoldCo DIP Lenders party thereto, as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

1.251 "***Super HoldCo DIP Distributable Cash***" means Cash in an amount equal to the excess, if any, of the RCF Distributable Cash over the aggregate amount of all Allowed RCF Claims.

1.252 "***Super HoldCo DIP Documents***" means, collectively, (a) any DIP Orders approving the Super HoldCo DIP Facility, and (b) the Super HoldCo DIP Credit Agreement, including any related notes, certificates, agreements, intercreditor agreements, security agreements, deeds of trust, documents, and instruments (including any amendments, restatements, amendments and restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith.

1.253 "***Super HoldCo DIP Facility***" means the senior secured superpriority debtor-in-possession term loan financing facility to be provided to the Debtors comprising (a) Super HoldCo DIP New Money Loans, and (b) the Super HoldCo DIP Roll-Up Loans, on the terms and conditions set forth in the Super HoldCo DIP Documents.

1.254 "***Super HoldCo DIP Lenders***" means, collectively, the Super HoldCo DIP Commitment Parties and any other Super HoldCo 1L Lenders from time to time party to the Super HoldCo DIP Credit Agreement, as lenders thereunder.

1.255 "***Super HoldCo DIP Loans***" means, collectively, the Super HoldCo DIP New Money Loans and the Super HoldCo DIP Roll-Up Loans.

1.256 "***Super HoldCo DIP New Money Claims***" means all Claims against a Debtor arising under, derived from, based on, related to, or on account of, the Super HoldCo DIP Loans, Super HoldCo DIP Facility or the Super HoldCo DIP Documents that are not Super HoldCo DIP Roll-Up Claims.

1.257 "***Super HoldCo DIP New Money Loans***" means the new money term loans made pursuant to the Super HoldCo DIP Documents.

1.258 "***Super HoldCo DIP Put Option Premium***" means the "Put Option Premium" as defined in the Super HoldCo DIP Commitment Letter.

1.259 "***Super HoldCo DIP Roll-Up Claims***" means all Claims against a Debtor arising under, derived from, based on, related to, or on account of, the Super HoldCo DIP Roll-Up Loans or the obligations related thereto.

1.260 "***Super HoldCo DIP Roll-Up Distribution***" means: (a) the Super HoldCo DIP Distributable Cash, if any; and (b) to the extent the aggregate amount of Allowed Super HoldCo DIP Roll-Up Claims exceeds the amount of any Super HoldCo DIP Distributable Cash, the amount of such excess in the form of Takeback Term Loans and/or Cash (with the amount of Cash to be received to be determined based on the amount of Cash available, if any, as a result of the Exit Term Loan Process after payment of the RCF Distribution).

1.261 "***Super HoldCo DIP Roll-Up Loans***" means the term loans made pursuant to the Super HoldCo DIP Documents consisting of rolled-up Super HoldCo 1L Claims.

1.262 "***Super HoldCo ERO Allocation Interests***" means 24.66% of the Reorganized Common Interests that are issued and outstanding on the Effective Date (prior to any issuances on account of the MIP, but subject to dilution by the MIP), allocated solely to the Super HoldCo ERO Commitment Parties on the terms set forth in the Super HoldCo Backstop Purchase Agreement and the other applicable Equity Rights Offering Documents.

1.263 "***Super HoldCo ERO Allocation Interests Aggregate Purchase Price***" means an amount equal to $139.50 million.

1.264 "***Super HoldCo ERO Commitment Parties***" means certain Supporting Super HoldCo 1L Lenders (including, for the avoidance of doubt, the Specified ERO Commitment Parties) that have agreed to, among other things, backstop the purchase of any unsubscribed Super HoldCo ERO Interests and are party to the Super HoldCo Backstop Purchase Agreement.

1.265 "***Super HoldCo ERO Interests***" means 14.02% of the Reorganized Common Interests that are issued and outstanding on the Effective Date (prior to any issuances on account of the MIP, but subject to dilution by the MIP).

1.266 "***Super HoldCo ERO Interests Aggregate Purchase Price***" means an amount equal to $79.32 million.

1.267 "***Super HoldCo ERO Premium Interests***" means 6.16% of the Reorganized Common Interests that are issued and outstanding on the Effective Date (prior to any issuances on account of the MIP, but subject to dilution by the MIP), payable to the Super HoldCo ERO Commitment Parties on the terms set forth in the Super HoldCo Backstop Purchase Agreement and the other applicable Equity Rights Offering Documents.

1.268 "***Super HoldCo Intercreditor Agreement***" means that certain Intercreditor and Collateral Agency Agreement dated as of September 8, 2023, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, among the Debtors, the Super HoldCo 1L Agent, and the other parties thereto.

1.269 "***Super HoldCo Investigation***" means the independent investigation conducted by the independent directors of Trinseo PLC and Trinseo Luxco Finance SPV S.à r.l, with the assistance of McDermott Will & Schulte LLP, of (a) potential claims and Causes of Action that may be asserted by or on behalf of Trinseo PLC and Trinseo Luxco Finance SPV S.à r.l and (b) whether Trinseo PLC and Trinseo Luxco Finance SPV S.à r.l should retain, release, or seek to settle any such potential claims or causes of action.

1.270 "***Super HoldCo Settlement Premium Interests***" means, collectively, (a) $5 million principal amount of Takeback Term Loans and/or Cash (with the amount of Cash to be received to be determined based on the amount of Cash available, if any, as a result of the Exit Term Loan Process after payment of the RCF Distribution, the Super HoldCo DIP Roll-Up Distribution, the Super HoldCo 1L Distribution, and the OpCo Exit Distribution), and (b) 0.5% of the Reorganized Common Interests that are issued and outstanding on the Effective Date (prior to any issuances on account of the MIP, but subject to dilution by the MIP), in each case, payable to the Specified ERO Commitment Parties on the terms set forth in the Restructuring Support Agreement, the Super HoldCo Backstop Purchase Agreement and the other applicable Equity Rights Offering Documents.

1.271 "***Super HoldCo Subscription Rights***" means the rights to subscribe for the Super HoldCo ERO Interests in connection with the Equity Rights Offering, to be allocated to Eligible Holders of Allowed Super HoldCo 1L Claims in accordance with this Plan and the Equity Rights Offering Documents.

1.272 "***Supporting Creditors***" means, collectively, the Supporting Super HoldCo 1L Lenders, the Supporting RCF Lenders, the Supporting OpCo 2028 Term Lenders, and the OpCo Intercompany Term Lender.

1.273 "***Supporting OpCo 2028 Term Lenders***" means the OpCo 2028 Term Lenders party to the Restructuring Support Agreement as "Supporting OpCo 2028 Term Lenders" thereunder.

1.274 "***Supporting RCF Lenders***" means the RCF Lenders party to the Restructuring Support Agreement as "Supporting RCF Lenders" thereunder.

1.275 "***Supporting Super HoldCo 1L Lenders***" means the Super HoldCo 1L Lenders party to the Restructuring Support Agreement as "Supporting Super HoldCo 1L Lenders" thereunder.

1.276 "***Takeback Term Loan Facility***" means the takeback term loan facility to be entered into by the Reorganized Debtors on the Effective Date solely to the extent that the aggregate principal amount of the New Term Loan Facility obtained pursuant to the Exit Term Loan Process, if any, is less than $850 million, which takeback term loan facility shall be in an aggregate principal amount equal to the difference between $850 million and the aggregate principal amount of the New Term Loan Facility, and shall include the terms and conditions set forth in the Exit Term Loan Facility Term Sheet.

1.277 "***Takeback Term Loans***" means the term loans under the Takeback Term Loan Facility, if applicable.

1.278 "***Third-Party Release***" has the meaning set forth in Article 10.2 hereof.

1.279 "***Trinseo Holding***" means Trinseo Holding S.à r.l., a private limited liability company (société à responsabilité limitée), organized and existing under the Laws of Luxembourg, having its registered office at 130, Boulevard de la Pétrusse, L-2330 Luxembourg, Grand Duchy of Luxembourg.

1.280 "***Trinseo LuxCo***" means Trinseo Luxco S.à r.l., a private limited liability company (société à responsabilité limitée), incorporated and existing under the Laws of Luxembourg, having its registered office at 130, Boulevard de la Pétrusse, L-2330 Luxembourg, Grand Duchy of Luxembourg.

1.281 "***Trinseo Luxco Finance***" means Trinseo Luxco Finance SPV S.à r.l., a private limited liability company (société à responsabilité limitée), incorporated and existing under the Laws of Luxembourg, having its registered office at 130, Boulevard de la Pétrusse, L-2330 Luxembourg, Grand Duchy of Luxembourg.

1.282 "***Trinseo Materials***" means Trinseo Materials Finance, Inc., a Delaware corporation.

1.283 "***Unexpired Lease***" means a lease to which any Debtor is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code, including any modifications, amendments, addenda, or supplements thereto or restatements thereof.

1.284 "***Unimpaired***" means, with respect to a Class of Claims or Interests, a Claim or an Interest that is "unimpaired" within the meaning of section 1124 of the Bankruptcy Code.

1.285 "***United States Trustee***" means the Office of the United States Trustee for the Southern District of Texas.

1.286 "***Unsecured Claim***" means any Claim that is not a Secured Claim.

1.287 "***Unsecured Funded Debt Claims***" means, collectively, the Super HoldCo 1L Deficiency Claims and the 2029 Notes Claims.

1.288 "***Voting Classes***" means, collectively, Classes 4 through 6.

1.289 "***Voting Record Date***" means the applicable date for determining (a) which Holders of Claims in the Voting Classes are entitled, as applicable, to receive the Disclosure Statement and to vote to accept or reject this Plan, (b) which Holders of Claims and Interests in the Non-Voting Classes that are presumed to accept this Plan are entitled, as applicable, to receive the Opt-Out Release Form, and (c) which Holders of Claims and Interests in the Non-Voting Classes that are deemed to reject this Plan are entitled, as applicable, to receive the Opt-In Release Form.

ARTICLE II.

ADMINISTRATIVE, POSTPETITION SECURITIZATION PROGRAM, DIP FACILITY, AND PRIORITY TAX CLAIMS

2.1 ***Administrative Claims***

(a) Generally

Subject to the paragraph below regarding Professional Fee Claims, to the extent such Claim has not already been paid in full during the Chapter 11 Cases, on the later of the Effective Date or the date on which an Administrative Claim becomes an Allowed Administrative Claim, or, in each such case, as soon as practicable thereafter, each Holder of an Allowed Administrative Claim (other than an Allowed Professional Fee Claim or fees and charges assessed against the Estates under section 1930, chapter 123, of title 28, United States Code), in full and final satisfaction, settlement, discharge and release of, and in exchange for, such Claim, shall receive, at the option of the Debtors or the Reorganized Debtors, as applicable: (a) payment in full in Cash in an amount equal to the due and unpaid portion of such Allowed Administrative Claim; (b) such other less favorable treatment as to which the Debtors or the Reorganized Debtors, as applicable, and the Holder of such Allowed Administrative Claim shall have agreed upon in writing; or (c) such other treatment as permitted by section 1129(a)(9) of the Bankruptcy Code; *provided*, that Administrative Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business by such applicable Debtor or Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court.

(b) Professional Fee Claims

(i) *Allocation*

Pursuant to the Intercompany Settlement, Allowed Professional Fee Claims shall be allocated 50% to the Super HoldCo Debtors and 50% to the OpCo Debtors.

(ii) *Final Fee Applications*

All final requests for Professional Fee Claims shall be Filed no later than forty-five (45) days after the Effective Date. After notice in accordance with the procedures established by the Bankruptcy Code and prior Bankruptcy Court orders, the Allowed amounts of such Professional Fee Claims shall be determined by the Bankruptcy Court and paid in full in Cash. Objections to any Professional Fee Claim must be Filed and served on the

Reorganized Debtors and the requesting party by no later than twenty-one (21) days after the Filing of the applicable final request for payment of the Professional Fee Claim.

(iii) *Professional Fee Escrow Account*

Prior to the Effective Date, the Debtors or the Reorganized Debtors, as applicable, shall fund the Professional Fee Escrow Account with Cash equal to the Professional Fee Escrow Amount. The Professional Fee Escrow Account shall be maintained by the Reorganized Debtors, in trust solely for the benefit of the Professionals. The Reorganized Debtors shall not commingle any funds contained in the Professional Fee Escrow Account. No Liens, Claims, or Interests shall encumber the Professional Fee Escrow Account or Cash held in the Professional Fee Escrow Account in any way. Such funds shall not be considered property of the Estates, the Debtors, or the Reorganized Debtors. The amount of Professional Fee Claims owing to the Professionals shall be irrevocably paid in full in Cash to such Professionals by the Reorganized Debtors from the Professional Fee Escrow Account within five (5) Business Days after such Professional Fee Claims are Allowed by a Final Order; *provided* that the Debtors' and the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited or deemed limited to funds held in the Professional Fee Escrow Account. When all such Professional Fee Claims have been resolved (either because they are Allowed Professional Fee Claims that have been paid or because they have been Disallowed, expunged, or withdrawn), any remaining amount in the Professional Fee Escrow Account shall promptly be paid to the Reorganized Debtors without any further action or order of the Bankruptcy Court and distributed as set forth herein. If the amount of funds in the Professional Fee Escrow Account is insufficient to fund payment in full of all Allowed Professional Fee Claims and any other Allowed amounts owed to Professionals, the deficiency shall be promptly funded to the Professional Fee Escrow Account from the Debtors' Estates or the Reorganized Debtors, as applicable, without any further action or order of the Bankruptcy Court, subject to any order of the Bankruptcy Court capping the amount of any such fees.

(iv) *Professional Fee Escrow Amount*

To receive payment for unbilled fees and expenses incurred through the Effective Date, the Professionals shall estimate their accrued and unpaid Professional Fee Claims prior to and through the Effective Date and shall deliver such estimate to the Debtors, within five (5) calendar days of the Effective Date. If a Professional does not provide such estimate, the Reorganized Debtors shall estimate the accrued and unpaid fees and expenses of such Professional; *provided* that such estimate shall not be considered an admission or limitation with respect to the fees and expenses of such Professional. The total amount so estimated as of the Effective Date shall comprise the Professional Fee Escrow Amount; *provided* that the Reorganized Debtors shall use Cash on hand to increase the amount of the Professional Fee Escrow Account to the extent fee applications are Filed after the Effective Date in excess of the amount held in the Professional Fee Escrow Account based on such estimates.

(v) *Post-Effective Date Fees and Expenses*

Except as otherwise specifically provided in this Plan, from and after the Effective Date, each Debtor or Reorganized Debtor, as applicable, shall in the ordinary course of business pay (subject to the receipt of an invoice) in Cash the reasonable and documented legal, Professional,

or other fees and expenses incurred by such Debtor or Reorganized Debtor (as applicable) after the Confirmation Date without any further notice to or action, order, or approval of the Bankruptcy Court. Upon the Effective Date, any requirement that Professionals comply with sections 327-331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and each Debtor or Reorganized Debtor, as applicable, may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court, including with respect to any transaction, reorganization, or success fees payable by virtue of the Consummation of this Plan or the occurrence of the Effective Date.

(c) Statutory Fees

All fees due and payable pursuant to section 1930 of chapter 123 of the Judicial Code prior to the Effective Date shall be paid by the Debtors. On and after the Effective Date, the Reorganized Debtors shall pay any and all such fees when due and payable, and shall File with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the United States Trustee. Each Debtor shall remain obligated to pay quarterly fees to the United States Trustee until the earliest of that particular Debtor's Chapter 11 Case being closed, dismissed, or converted to a case under chapter 7 of the Bankruptcy Code.

(d) Restructuring Fees and Expenses

The Restructuring Fees and Expenses incurred, or estimated to be incurred, up to and including the Effective Date (or, with respect to necessary post-Effective Date activities, after the Effective Date), shall be paid in full in Cash on the Effective Date or as soon as reasonably practicable thereafter (to the extent not previously paid during the course of the Chapter 11 Cases) in accordance with, and subject to, the terms of the Restructuring Support Agreement, without any requirement to File a fee application with the Bankruptcy Court or without any requirement for Bankruptcy Court review or approval. All Restructuring Fees and Expenses to be paid on the Effective Date shall be estimated prior to and as of the Effective Date and such estimates shall be delivered to the Debtors at least five (5) calendar days before the anticipated Effective Date; *provided* that such estimates shall not be considered an admission or limitation with respect to such Restructuring Fees and Expenses. On the Effective Date, or as soon as practicable thereafter, final invoices for all Restructuring Fees and Expenses incurred prior to and as of the Effective Date shall be submitted to the Debtors.

Pursuant to the Intercompany Settlement, Claims for Restructuring Fees and Expenses shall be allocated as follows: (a) the Restructuring Fees and Expenses of the Ad Hoc Group of Senior Secured Creditors Advisors shall be allocated *pro rata* between the Super HoldCo Debtors, on the one hand, and the OpCo Debtors, on the other hand, based on the aggregate amount of Allowed Super HoldCo 1L Claims and Allowed RCF Claims outstanding as of the Petition Date, with the portion allocated on account of Allowed Super HoldCo 1L Claims to be paid by the Super HoldCo Debtors, and the portion allocated on account of Allowed RCF Claims to be paid by the OpCo Debtors; and (b) the Restructuring Fees and Expenses of the Ad Hoc Group of OpCo 2028 Term Lenders Advisors shall be paid by the OpCo Debtors.

2.2 ***Postpetition Securitization Program Claims***

All Postpetition Securitization Program Claims shall be Allowed Claims. Except to the extent that a Holder of an Allowed Postpetition Securitization Program Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for such Allowed Postpetition Securitization Program Claim, each Allowed Postpetition Securitization Program Claim shall be (a) paid in full in Cash in accordance with the terms and conditions of the Postpetition Securitization Program Documents, or (b) consensually amended and extended on the Effective Date into the Exit Securitization Program in accordance with Article 5.6.

On the Effective Date, or as soon as reasonably practicable thereafter, all reasonable and documented fees and out-of-pocket expenses incurred by the advisors to the parties to the Postpetition Securitization Program shall be paid in full in Cash to the extent required under the applicable Postpetition Securitization Program Documents.

2.3 ***DIP Claims***

(a) OpCo DIP Claims

All OpCo DIP Claims shall be deemed Allowed in an aggregate amount equal to the sum of: (i) the aggregate principal amount outstanding under the OpCo DIP Facility as of the Effective Date; (ii) all interest accrued and unpaid thereon to the date of payment (including, with respect to the OpCo DIP Roll-Up Claims, accrued postpetition interest at the contractual default rate); (iii) the OpCo DIP Put Option Premium; and (iv) all accrued and unpaid fees, expenses, and non-contingent indemnification obligations payable under the OpCo DIP Documents.

Except to the extent that a Holder of an Allowed OpCo DIP Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed OpCo DIP Claim, each Holder of an Allowed OpCo DIP Claim shall receive payment in full in Cash; *provided*, *however*, that, with respect to the OpCo DIP Roll-Up Claims, no distribution shall be made on account of accrued postpetition interest at the contractual default rate.

(b) Super HoldCo DIP Claims

All Super HoldCo DIP Claims shall be deemed Allowed in an aggregate amount equal to the sum of: (i) the aggregate principal amount outstanding under the Super HoldCo DIP Facility as of the Effective Date; (ii) all interest accrued and unpaid thereon to the date of payment; (iii) the Super HoldCo DIP Put Option Premium; and (iv) all accrued and unpaid fees, expenses, and non-contingent indemnification obligations payable under the Super HoldCo DIP Documents.

Except to the extent that a Holder of an Allowed Super HoldCo DIP Claim agrees to less favorable treatment, on the Effective Date, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Super HoldCo DIP Claim, each Holder of an Allowed Super HoldCo DIP Claim shall receive: (i) on account of such Holder's Allowed Super HoldCo DIP New Money Claim, payment in full in Cash; and (ii) on account of

such Holder's Allowed Super HoldCo DIP Roll-Up Claim, its Pro Rata Share of the Super HoldCo DIP Roll-Up Distribution.

2.4 ***Priority Tax Claims***

Subject to Article 8, except to the extent that a Holder of an Allowed Priority Tax Claim agrees to less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code and, for the avoidance of doubt, Holders of Allowed Priority Tax Claims will receive, if legally required, interest on such Allowed Priority Tax Claims after the Effective Date in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Allowed Priority Tax Claim shall be paid in accordance with the terms of any agreement between the Reorganized Debtors and the Holder of such Claim, or as may be due and payable under applicable non-bankruptcy Law, or in the ordinary course of business. On the Effective Date, any Liens securing any Allowed Priority Tax Claims shall be deemed released, terminated, and extinguished, in each case, without further notice to or order of the Bankruptcy Court, act, or action under applicable Law, regulation, order or rule, or the vote, consent, authorization, or approval of any Person.

ARTICLE III.

CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS

3.1 ***Summary***

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided* that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Allowed Claim or Allowed Interest has not been satisfied, released, or otherwise settled prior to the Effective Date. All of the potential Classes for the Debtors are set forth herein. Certain Debtors may not have any Holders of Claims or Interests in a particular Class or Classes, and such Claims or Interests shall be treated as set forth in Article 3.4.

This Plan groups the Debtors together solely for the purpose of describing treatment under this Plan and making distributions in respect of Claims and Interests under this Plan. Such groupings shall not affect any Debtor's status as a separate legal Entity, change the organizational structure of the Debtors' business enterprise, constitute a change of control of any Debtor for any purpose, cause a merger or consolidation of any legal Entities, or cause the transfer of any assets; and, except as otherwise provided by or permitted under this Plan, all Debtors shall continue to exist as separate legal Entities after the Effective Date.

This Plan constitutes a separate plan of reorganization for each Debtor. Except for the Claims addressed in Article 2, all Claims and Interests are classified in the Classes set forth below. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims, and Priority Tax Claims, as described in Article 2.

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including for voting, confirmation and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Interest to be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remaining portion of such Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid, released, Disallowed or otherwise settled prior to the Effective Date.

Class	Claim/Interest	Status	Voting Rights
1.	Other Priority Claims	Unimpaired	Presumed to Accept
2.	Other Secured Claims	Unimpaired	Presumed to Accept
3.	Secured Tax Claims	Unimpaired	Presumed to Accept
4.	***RCF Claims***	***Impaired***	***Entitled to Vote***
5.	***Super HoldCo 1L Claims***	***Impaired***	***Entitled to Vote***
6.	***OpCo Term Loan Claims***	***Impaired***	***Entitled to Vote***
7.	Unsecured Funded Debt Claims	Impaired	Deemed to Reject
8.	General Unsecured Claims	Unimpaired	Presumed to Accept
9.	510(b) Claims	Impaired	Deemed to Reject
10.	Intercompany Claims	Unimpaired / Impaired	Presumed to Accept / Deemed to Reject
11.	Intercompany Interests	Unimpaired / Impaired	Presumed to Accept / Deemed to Reject
12.	Existing Equity Interests	Impaired	Deemed to Reject

3.2 ***Classification and Treatment of Claims and Interests***

(a) Class 1 - Other Priority Claims

(i) *Classification*: Class 1 consists of all Other Priority Claims.

(ii) *Treatment*: Subject to Article 8, except to the extent that a Holder of an Allowed Other Priority Claim agrees to less favorable treatment of its Allowed Other Priority Claim, on the Effective Date, each Holder of an Allowed Other Priority Claim shall receive, in full and final satisfaction, settlement, release, and discharge and in exchange for such Allowed Other Priority Claim, treatment in a manner consistent with section 1129(a)(9) of the Bankruptcy Code; *provided* that Other Priority Claims incurred by any Debtor in the ordinary course of business may be satisfied in the ordinary course of business by such applicable Debtor or Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.

(iii) *Voting*: Class 1 is an Unimpaired Class, and the Holders of Allowed Other Priority Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Allowed Other Priority Claims are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Allowed Other Priority Claims. Holders of Claims in Class 1 will be provided an Opt-Out Release Form solely for purposes of affirmatively opting out of the Third-Party Release.

(b) Class 2 - Other Secured Claims

(i) *Classification*: Class 2 consists of all Other Secured Claims. Class 2 consists of separate subclasses for each Other Secured Claim.

(ii) *Treatment*: Subject to Article 8, except to the extent that a Holder of an Allowed Other Secured Claim agrees to less favorable treatment of its Allowed Other Secured Claim, on the Effective Date, in full and final satisfaction, settlement, release, and discharge and in exchange for each Allowed Other Secured Claim, such Holder shall, at the option of the Debtors (with the consent of the Requisite Supporting Senior Creditors), either (a) receive delivery of the Collateral securing its Allowed Other Secured Claim, (b) have such Allowed Other Secured Claim reinstated, or (c) receive such other treatment rendering its Allowed Other Secured Claim Unimpaired; *provided* that Other Secured Claims incurred by any Debtor in the ordinary course of business may be paid in the ordinary course of business by such applicable Debtor or Reorganized Debtor in accordance with the terms and conditions of any agreements relating thereto without further notice to or order of the Bankruptcy Court.

(iii) *Voting*: Class 2 is an Unimpaired Class, and the Holders of Allowed Other Secured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of Allowed Other Secured Claims are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Allowed Other Secured Claims. Holders of

Allowed Other Secured Claims will be provided an Opt-Out Release Form solely for purposes of affirmatively opting out of the Third-Party Release.

(c) Class 3 - Secured Tax Claims

(i) *Classification*: Class 3 consists of all Secured Tax Claims.

(ii) *Treatment*: Subject to Article 8, on the Effective Date, each Holder of an Allowed Secured Tax Claim shall receive treatment in a manner consistent with section 1129(a)(9)(C) of the Bankruptcy Code; *provided* that Allowed Secured Tax Claims incurred by any Debtor in the ordinary course of business may be satisfied in the ordinary course of business by such applicable Debtor or Reorganized Debtor in accordance with such applicable terms and conditions relating thereto without further notice to or order of the Bankruptcy Court.

(iii) *Voting:* Class 3 is an Unimpaired Class, and the Holders of Allowed Secured Tax Claims shall be conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Allowed Secured Tax Claims are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Allowed Secured Tax Claims. Holders of Allowed Secured Tax Claims will be provided an Opt-Out Release Form solely for purposes of affirmatively opting out of the Third-Party Release.

(d) Class 4 - RCF Claims

(i) *Classification*: Class 4 consists of all RCF Claims.

(ii) *Allowance*: Class 4 RCF Claims shall be deemed Allowed in the aggregate principal amount of $347,963,333.29, *plus* accrued and unpaid fees, costs, and interest.

(iii) *Treatment*: Except to the extent that a Holder of an Allowed RCF Claim agrees in writing to less favorable treatment, on the Effective Date, each Holder of an Allowed RCF Claim (other than on account of any portion of such Claim rolled up as OpCo DIP Roll-Up Loans under the OpCo DIP Facility) shall receive, in full and final satisfaction, settlement, discharge and release of, and in exchange for, its Allowed RCF Claim, its Pro Rata Share of the RCF Distribution; *provided*, that no distribution shall be made on account of any accrued default rate interest.

(iv) *Voting*: Class 4 is Impaired, and Holders of Allowed RCF Claims are entitled to vote to accept or reject this Plan.

(e) Class 5 – Super HoldCo 1L Claims

(i) *Classification*: Class 5 consists of all Super HoldCo 1L Claims.

(ii) *Allowance*: Class 5 Super HoldCo 1L Claims shall be deemed Allowed in the aggregate principal amount of $1,266,201,797.15, *plus* accrued and unpaid fees, costs,

and interest as of the Petition Date, *minus* the aggregate amount of the Super HoldCo 1L Deficiency Claims.

(iii) *Treatment*: Except to the extent that a Holder of an Allowed Super HoldCo 1L Claim agrees in writing to less favorable treatment, on the Effective Date, each Holder of an Allowed Super HoldCo 1L Claim (other than on account of any portion of such Claim rolled up as Super HoldCo DIP Roll-Up Loans under the Super HoldCo DIP Facility) shall receive, in full and final satisfaction, settlement, discharge and release of, and in exchange for, its Allowed Super HoldCo 1L Claim, its Pro Rata Share of the Super HoldCo 1L Distribution.

(iv) *Voting*: Class 5 is Impaired, and Holders of Allowed Super HoldCo 1L Claims are entitled to vote to accept or reject this Plan.

(f) Class 6 – OpCo Term Loan Claims

(i) *Classification*: Class 6 consists of all OpCo Term Loan Claims.

(ii) *Allowance*: Class 6 OpCo Term Loan Claims shall be deemed Allowed in the aggregate principal amount of $2,223,858,986.46, comprised of: (a) $716,250,000.00 in aggregate principal amount of the OpCo 2028 Term Loan Claims, plus accrued and unpaid fees, costs, and interest as of the Petition Date and (b) $1,507,608,986.46 in aggregate principal amount of the OpCo Intercompany Term Loan Claims, *plus* accrued and unpaid fees, costs, and interest as of the Petition Date, but subject to the terms of the Intercompany Settlement described below.

(iii) *Treatment*: Except to the extent that a Holder of an Allowed OpCo Term Loan Claim agrees in writing to less favorable treatment, on the Effective Date, each Holder of an Allowed OpCo Term Loan Claim shall receive, in full and final satisfaction, settlement, discharge and release of, and in exchange for, its Allowed OpCo Term Loan Claim, its Pro Rata Share of:

(a) the OpCo Exit Distribution; *provided* that, pursuant to the Intercompany Settlement, the OpCo Intercompany Term Lender's Pro Rata Share of the OpCo Exit Distribution shall instead be distributed *pro rata* to the Supporting OpCo 2028 Term Lenders (based on the proportion that the amount of Allowed OpCo Term Loan Claims held by a Supporting OpCo 2028 Term Lender bears to the aggregate amount of Allowed OpCo Term Loan Claims held by all Supporting OpCo 2028 Term Lenders) on account of their Allowed OpCo 2028 Term Loan Claims as a gift through a carve-out of the Collateral securing the Allowed OpCo Intercompany Term Loan Claims; and

(b) the OpCo Subscription Rights (resulting in Holders of Allowed OpCo 2028 Term Loan Claims receiving their Pro Rata Share of the OpCo 2028 Subscription Rights, and Holders of Allowed OpCo Intercompany Term Loan Claims receiving their Pro Rata Share of OpCo Intercompany Subscription Rights); *provided* that Supporting OpCo 2028 Term Lenders shall have the right to assign their OpCo 2028 Subscription Rights in exchange for a Cash payment (solely to the extent such

payment is funded in advance in full by one or more Supporting OpCo 2028 Term Lenders) equal to its Pro Rata Share (based upon all Allowed OpCo 2028 Term Loan Claims) of 2.0% of the Reorganized Common Interests that are issued and outstanding on the Effective Date (prior to any issuances on account of the MIP, but subject to dilution by the MIP), to the extent such assignment is permitted by applicable Law (including, for the avoidance of doubt, all applicable requirements under the Securities Act and state securities Laws) and such assignment does not result in material adverse tax consequences to the Debtors or the Reorganized Debtors, as further set forth in the Equity Rights Offering Backstop Purchase Agreements; *provided*, *however*, that any such assignment shall be made only to an Eligible Holder or another Person that qualifies as a "qualified institutional buyer" as defined in Rule 144A under the Securities Act or a non-U.S. person in an "offshore transaction" as defined in Regulation S under the Securities Act.

(iv) *Voting*: Class 6 is Impaired, and Holders of Allowed OpCo Term Loan Claims are entitled to vote to accept or reject this Plan.

(g) Class 7 – Unsecured Funded Debt Claims

(i) *Classification*: Class 7 consists of all Unsecured Funded Debt Claims.

(ii) *Treatment*: On the Effective Date, all Unsecured Funded Debt Claims shall be canceled, released, discharged, and extinguished and shall be of no further force or effect, and Holders of Unsecured Funded Debt Claims shall receive no recovery on account of such Unsecured Funded Debt Claims.

(iii) *Voting*: Class 7 is an Impaired Class, and Holders of Unsecured Funded Debt Claims are not receiving or retaining any property on account of such Unsecured Funded Debt Claims under this Plan. Therefore, the Holders of Unsecured Funded Debt Claims are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, the Holders of Unsecured Funded Debt Claims are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Unsecured Funded Debt Claims. The Holders of Unsecured Funded Debt Claims will be provided an Opt-In Release Form solely for purposes of affirmatively opting into the Third-Party Release.

(h) Class 8 – General Unsecured Claims

(i) *Classification:* Class 8 consists of all General Unsecured Claims.

(ii) *Treatment:* Except to the extent that a Holder of an Allowed General Unsecured Claim and the Debtors agree to less favorable treatment on account of such Claim, each Holder of an Allowed General Unsecured Claim shall receive, in full and final satisfaction, settlement, release and discharge of, and in exchange for, such Allowed General Unsecured Claim, on or as soon as practicable after the Effective Date, or when such obligation becomes due in the ordinary course of business in accordance with applicable Law or the terms of any agreement that governs such Allowed General Unsecured Claim, whichever is later, such treatment rendering such Holder Unimpaired in

accordance with section 1124 of the Bankruptcy Code; *provided* that no Holder of an Allowed General Unsecured Claim shall receive any distribution for any Allowed General Unsecured Claim that has previously been satisfied prior to or during the Chapter 11 Cases.

(iii) *Voting:* Class 8 is an Unimpaired Class, and the Holders of General Unsecured Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, the Holders of General Unsecured Claims are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such General Unsecured Claims. Holders of General Unsecured Claims will be provided an Opt-Out Release Form solely for purposes of affirmatively opting out of the Third-Party Release.

(i) Class 9 – 510(b) Claims

(i) *Classification*: Class 9 consists of all 510(b) Claims.

(ii) *Treatment:* On the Effective Date, all 510(b) Claims shall be canceled, released, discharged, and extinguished and shall be of no further force or effect, and Holders of 510(b) Claims shall not receive any distribution on account of such 510(b) Claims.

(iii) *Voting:* Class 9 is an Impaired Class, and Holders of 510(b) Claims are not receiving or retaining any property under this Plan. Therefore, the Holders of 510(b) Claims are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, the Holders of 510(b) Claims are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such 510(b) Claims. Holders of 510(b) Claims will be provided an Opt-In Release Form solely for purposes of affirmatively opting into the Third-Party Release.

(j) Class 10 – Intercompany Claims

(i) *Classification*: Class 10 consists of all Intercompany Claims.

(ii) *Treatment:* On the Effective Date, all Intercompany Claims shall, at the option of the Debtors or the Reorganized Debtors, as applicable, be reinstated, or set off, settled, distributed, contributed, merged, canceled, or released, or treated as provided in the Restructuring Steps Exhibit.

(iii) *Voting:* Class 10 is either (a) Unimpaired, in which case the Holders of Intercompany Claims are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (b) Impaired, in which case the Holders of Intercompany Claims are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Intercompany Claims are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Claims. Furthermore, because all Holders of Intercompany Claims are Debtors, no Opt-In Release Form or Opt-Out Release Form is required to be provided to such Holders.

(k) Class 11 – Intercompany Interests

(i) *Classification*: Class 11 consists of all Intercompany Interests.

(ii) *Treatment:* On the Effective Date, all Intercompany Interests shall, at the option of the Debtors or the Reorganized Debtors, as applicable, be reinstated, or set off, settled, distributed, contributed, merged, canceled, or released, or treated as provided in the Restructuring Steps Exhibit.

(iii) *Voting:* Class 11 is either (a) Unimpaired, in which case the Holders of such Intercompany Interests are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code, or (b) Impaired, in which case the Holders of such Intercompany Interests are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Intercompany Interests are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Intercompany Interests. Furthermore, because all Holders of Intercompany Interests are Debtors, no Opt-In Release Form or Opt-Out Release Form is required to be provided to such Holders.

(l) Class 12 – Existing Equity Interests

(i) *Classification*: Class 12 consists of all Existing Equity Interests.

(ii) *Treatment*: On the Effective Date, all Existing Equity Interests shall be canceled, released, discharged, and extinguished and shall be of no further force or effect, and Holders of Existing Equity Interests shall receive no recovery on account of such Existing Equity Interests.

(iii) *Voting:* Class 12 is an Impaired Class, and Holders of Existing Equity Interests are not receiving or retaining any property under this Plan. Therefore, the Holders of Existing Equity Interests are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, the Holders of Existing Equity Interests are not entitled to vote to accept or reject this Plan, and the votes of such Holders will not be solicited with respect to such Existing Equity Interests. The Holders of Existing Equity Interests will be provided an Opt-In Release Form solely for purposes of affirmatively opting into the Third-Party Release.

3.3 ***Special Provision Governing Unimpaired Claims***

Except as otherwise provided herein, nothing under this Plan shall affect or limit the Debtors' or the Reorganized Debtors' rights and defenses (whether legal or equitable) in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

3.4 ***Elimination of Vacant Classes***

Any Class of Claims that is not occupied as of the commencement of the Combined Hearing by an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018, or

as to which no vote is cast, shall be deemed eliminated from this Plan for purposes of voting to accept or reject this Plan and for purposes of determining acceptance or rejection of this Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

3.5 ***No Waiver***

Nothing contained in this Plan shall be construed to waive a Debtor's or other Person's right to object on any basis to any Disputed Claim.

ARTICLE IV.

ACCEPTANCE OR REJECTION OF THIS PLAN

4.1 ***Presumed Acceptance of Plan***

Classes 1, 2, 3, and 8 are Unimpaired under this Plan. Therefore, the Holders of Claims in such Classes are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan. Holders of Claims in Classes 1, 2, 3, and 8 will receive an Opt-Out Release Form to allow such Holders to affirmatively opt out of the Third-Party Release.

Classes 10 and 11 may be Impaired or Unimpaired under this Plan, as set forth in Article 3.2. To the extent Unimpaired, the Holders of Claims and Interests in Classes 10 and 11 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. To the extent Impaired and not receiving any recovery under this Plan, the Holders of Claims and Interests in Classes 10 and 11 are conclusively deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code. In either case, because the Holders of such Claims and Interests are Debtors, such Holders are not entitled to vote to accept or reject this Plan, or to opt out of the Third-Party Release.

4.2 ***Deemed Rejection of Plan***

Classes 7, 9, and 12 are Impaired under this Plan, and Holders of Unsecured Funded Debt Claims, 510(b) Claims, or Existing Equity Interests in such Classes shall receive no recovery under this Plan on account of such Unsecured Funded Debt Claims, 510(b) Claims, or Existing Equity Interests. Accordingly, the Holders of Claims or Interests in such Classes are deemed to have rejected this Plan pursuant to section 1126(g) of the Bankruptcy Code and are not entitled to vote to accept or reject this Plan. Such Holders will receive an Opt-In Release Form to allow such Holders to affirmatively opt into the Third-Party Release.

4.3 ***Voting Classes***

Classes 4, 5, and 6 are Impaired under this Plan. The Holders of Claims in such Classes as of the Voting Record Date are entitled to vote to accept or reject this Plan.

4.4 ***Presumed Acceptance by Non-Voting Classes***

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

4.5 ***Acceptance by Impaired Class***

Pursuant to section 1126(c) of the Bankruptcy Code and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims has accepted this Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept this Plan.

4.6 ***Controversy Concerning Impairment***

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, is Impaired or properly classified under this Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy at or before the Combined Hearing.

4.7 ***Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code; Cram Down***

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of this Plan by any of Classes 4, 5, or 6. The Debtors request confirmation of this Plan under section 1129(b) of the Bankruptcy Code with respect to any Impaired Class that does not accept this Plan pursuant to section 1126 of the Bankruptcy Code. The Debtors reserve the right, subject to the terms of the Restructuring Support Agreement, to modify this Plan or the Plan Supplement in order to satisfy the requirements of section 1129(b) of the Bankruptcy Code, if necessary.

4.8 ***Intercompany Interests***

To the extent reinstated under this Plan, the Intercompany Interests shall be, subject to the Restructuring Steps Exhibit reinstated for the ultimate benefit of the Holders of the Reorganized Common Interests and in exchange for the Debtors' and Reorganized Debtors' agreement under this Plan to make certain distributions to the Holders of Allowed Claims. Distributions on account of the Intercompany Interests are not being received by Holders of such Intercompany Interests on account of their Intercompany Interests but for the purposes of administrative convenience and to maintain the corporate structure. For the avoidance of doubt, to the extent reinstated pursuant to this Plan, on and after the Effective Date, all Intercompany Interests, subject to the Restructuring Steps Exhibit (and except as otherwise set forth therein), shall be owned by the same Reorganized Debtor that corresponds with the Debtor that owned such Intercompany Interests prior to the Effective Date.

4.9 ***Votes Solicited in Good Faith***

The Debtors, the Supporting Creditors, and each of their respective Related Parties have, and upon Confirmation shall be deemed to have, solicited votes on this Plan from the

Voting Classes in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126 of the Bankruptcy Code, and any applicable non-bankruptcy Law, rule, or regulation governing the adequacy of disclosure in connection with the solicitation. Accordingly, the Debtors, the Reorganized Debtors, the Supporting Creditors, and each of their respective Related Parties shall be entitled to, and upon Confirmation are granted, the protections of section 1125(e) of the Bankruptcy Code.

ARTICLE V.

MEANS FOR IMPLEMENTATION OF THIS PLAN

5.1 *Restructuring Transactions; Intercompany Settlement*

(a) Without limiting any rights and remedies of the Debtors or Reorganized Debtors under this Plan or applicable Law, the entry of the Combined Order shall constitute authorization for the Debtors and Reorganized Debtors, as applicable, to take, or to cause to be taken, all actions necessary or appropriate to consummate and implement the provisions of this Plan prior to, on and after the Effective Date, subject to the consent rights and agreements and obligations contained in the Restructuring Support Agreement. Such restructuring may include one or more issuances, transfers, mergers, amalgamations, consolidations, restructurings, dispositions, liquidations, conversions, elections, contributions, distributions, dissolutions, cancellations, formations, or creations of one or more new Entities, as may be determined by the Debtors or Reorganized Debtors, to be necessary or appropriate, but in all cases subject to the terms and conditions of this Plan and the Restructuring Support Agreement and the Plan Supplement Documents and any consents or approvals required hereunder or thereunder (including receipt of the Regulatory Approvals) (collectively, the "***Restructuring Transactions***").

(b) All such Restructuring Transactions taken, or caused to be taken, shall be deemed to have been authorized and approved by the Bankruptcy Court upon the entry of the Combined Order. The actions to effectuate the Restructuring Transactions may include: (a) the execution and delivery of appropriate agreements or other documents of issuance, transfer, merger, amalgamation, consolidation, restructuring, disposition, liquidation, conversion, elections, cancellation, formation, creation, or dissolution containing terms that are consistent with the terms of this Plan and that satisfy the applicable requirements of applicable state Law and such other terms to which the applicable Entities may agree; (b) the execution and delivery of appropriate instruments of issuance, transfer, assignment, assumption, distribution, contribution, direction, or delegation of any asset, property, right, liability, duty, or obligation on terms consistent with the terms of this Plan and having such other terms to which the applicable Entities may agree; (c) the filing of appropriate certificates or articles of issuance, transfer, merger, amalgamation, consolidation, restructuring, disposition, liquidation, cancellation, formation, creation, conversion, or dissolution, or the filing of elections, pursuant to applicable state Law; (d) the creation of one or more new Entities; (e) pursuant to the Equity Rights Offering Documents, the implementation and consummation of the Equity Rights Offering; (f) the issuance and distribution of Plan Securities; (g) entry into the Exit RCF Facility and the Exit Term Loan Facility; (h) the Irish Examinership Proceedings; (i) the executing, filing, and implementation of the Lien/Guaranty Release Documents; and (j) all other actions that the applicable Entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable state

Law in connection with such transactions, but in all cases subject to the terms and conditions of this Plan and the Plan Supplement Documents and any consents or approvals required hereunder or thereunder.

(c) The Restructuring Transactions and the Chapter 11 Cases shall be financed by (a) the consensual use of the Debtors' Cash collateral, consistent with the applicable prepetition intercreditor agreements (as described in the DIP Orders), (b) the Postpetition Securitization Program, (c) the OpCo DIP Facility, and (d) the Super HoldCo DIP Facility.

(d) The Restructuring Transactions shall include the Restructuring Transactions set forth in the Restructuring Steps Exhibit. Pursuant to sections 363 and 1123 of the Bankruptcy Code, the Combined Order shall and shall be deemed to authorize the Restructuring Transactions, including those set forth in the Restructuring Steps Exhibit, which shall and shall be deemed to occur in the sequence set forth therein.

(e) Subject in all respects to approval and consummation thereof, this Plan provides for and gives effect to the Intercompany Settlement, which resolves all Claims and Causes of Action directly or indirectly related to the OpCo Intercompany Term Loans between the OpCo Debtors, on the one hand, and the OpCo Intercompany Term Lender, on the other hand (including any such Claims or Causes of Action investigated as part of the OpCo Investigation) and provides for, among other things, (a) the allowance of the OpCo Intercompany Term Loan Claims in an agreed reduced, liquidated amount, (b) the treatment afforded to Holders of Allowed OpCo 2028 Term Loan Claims under this Plan (including the OpCo Exit Distribution and the OpCo 2028 Subscription Rights), (c) the treatment afforded to Holders of Allowed OpCo Intercompany Term Loan Claims under this Plan (including the OpCo Intercompany Subscription Rights), (d) the allocation of Professional Fee Claims and Restructuring Fees and Expenses among the Debtors as set forth in the Restructuring Support Agreement, and (e) the gift through a carve-out of the Collateral securing the Allowed OpCo Intercompany Term Loan Claims of the portion of the OpCo Exit Distribution otherwise allocable to such Claims to Supporting OpCo 2028 Term Lenders, in each case, on the terms and conditions set forth in the Restructuring Support Agreement. Pursuant to sections 363 and 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019, entry of the Combined Order shall constitute the Bankruptcy Court's approval of the Intercompany Settlement and a finding that the Intercompany Settlement is fair, equitable, reasonable, and in the best interests of the Debtors, their Estates, and all Holders of Claims and Interests.

5.2 ***Continued Corporate Existence***

(a) Subject to the Restructuring Transactions described in Article 5.1 of this Plan and the Restructuring Steps Exhibit, after the Effective Date, the Reorganized Debtors shall continue to exist as separate legal Entities in accordance with the applicable Law in the respective jurisdiction in which they are incorporated or formed and pursuant to their respective certificates or articles of incorporation and bylaws, or other applicable organizational documents, in effect immediately prior to the Effective Date, except to the extent such certificates or articles of incorporation and bylaws, or other applicable organizational documents, are amended, restated, canceled, or otherwise modified by this Plan, the Plan Supplement, or otherwise, and to the extent

any such document is amended, such document is deemed amended pursuant to this Plan and requires no further action or approval (other than any requisite filings required under applicable state or federal Law). Notwithstanding anything to the contrary herein, the Claims against a particular Debtor or Reorganized Debtor shall remain the obligations solely of such respective Debtor or Reorganized Debtor and shall not become obligations of any other Debtor or Reorganized Debtor solely by virtue of this Plan or the Chapter 11 Cases.

(b) The Reorganized Debtors shall be authorized to dissolve the Debtors or the Reorganized Debtors in accordance with applicable Law or otherwise, in each case as contemplated by the Restructuring Steps Exhibit, including, for the avoidance of doubt, any conversion of any of the Debtors or the Reorganized Debtors pursuant to applicable Law, and to the extent any such Entity is dissolved, such Entity shall be deemed dissolved pursuant to this Plan and shall require no further action or approval (other than any requisite filings required under applicable state or federal Law).

5.3 *Vesting of Assets in the Reorganized Debtors Free and Clear of Liens and Claims*

Except as otherwise expressly provided in this Plan, the Combined Order, or any Definitive Document, pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c) and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property and assets of the Estates of the Debtors, all claims, rights, and Causes of Action of the Debtors, and any other assets or property acquired by the Debtors or the Reorganized Debtors during the Chapter 11 Cases or under or in connection with this Plan (other than Claims or Causes of Action subject to the Releases, the Professional Fee Escrow Account or any rejected Executory Contracts and/or Unexpired Leases), shall vest in the Reorganized Debtors free and clear of all Claims, Liens, charges, and other encumbrances, subject to the Restructuring Transactions and Liens that survive the occurrence of the Effective Date as described in Article 3. On and after the Effective Date, the Reorganized Debtors may (a) operate their respective businesses, (b) use, acquire, and dispose of their respective property and (c) compromise or settle any Claims, in each case without notice to, supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by this Plan or the Combined Order.

5.4 *Exit Term Loan Facility Documents*

(a) Prior to the Effective Date, the Debtors shall conduct the Exit Term Loan Process, and on the Effective Date, the Debtors and the Reorganized Debtors, as applicable, shall be authorized to execute and deliver, and to consummate the transactions contemplated by or permitted under, the Exit Term Loan Credit Documents without further notice to or order of the Bankruptcy Court, act or action under applicable Law, regulation, order, or rule or the vote, consent, authorization or approval of any Person (other than as expressly required by the Exit Term Loan Credit Documents). On the Effective Date, the Exit Term Loan Credit Documents shall constitute legal, valid, binding and authorized indebtedness and obligations of the Reorganized Debtors, enforceable in accordance with their respective terms and such indebtedness and obligations shall not be, and shall not be deemed to be, enjoined or subject to discharge, impairment, release or avoidance under this Plan, the Combined Order or on account of the Confirmation or Consummation of this Plan.

(b) On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Term Loan Credit Documents shall: (a) be deemed to be granted; (b) be legal, binding, and enforceable Liens on and security interests in the collateral granted under and in accordance with the terms of the Exit Term Loan Credit Documents; (c) be deemed automatically perfected on the Effective Date (without any further action being required by the Debtors or the Reorganized Debtors, as applicable, the applicable agent, or any of the applicable lenders), having the priority set forth in the Exit Term Loan Credit Documents and subject only to such Liens and security interests as may be permitted under the Exit Term Loan Credit Documents; and (d) not be subject to avoidance, recovery, turnover, 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 Debtors, the Reorganized Debtors, as applicable, and the Entities granted 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 this Plan and the Combined Order (it being understood that perfection shall occur automatically by virtue of the entry of the Combined Order, and any such filings, recordings, approvals, and consents shall not be required) and shall 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.

(c) The Exit Term Loan Facility shall consist of Exit Term Loans in an aggregate principal amount of $850 million, which shall be comprised of New Term Loans and/or Takeback Term Loans, as determined by the Exit Term Loan Process, on the terms and conditions set forth in the Exit Term Loan Credit Documents.

5.5 ***Exit RCF Facility***

On the Effective Date, the Debtors and the Reorganized Debtors, as applicable, shall be authorized to execute and deliver, and to consummate the transactions contemplated by, the Exit RCF Facility and all related documents without further notice to or order of the Bankruptcy Court, act or action under applicable Law, regulation, order, or rule or the vote, consent, authorization or approval of any Person (other than as expressly required by the Exit RCF Facility Documents). On the Effective Date, the Exit RCF Facility Documents shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtors, enforceable in accordance with their respective terms and such obligations shall not be, and shall not be deemed to be, enjoined or subject to discharge, impairment, release or avoidance under this Plan, the Combined Order or on account of the Confirmation or Consummation of this Plan.

5.6 ***Exit Securitization Program and Approval of Exit Securitization Program Documents***

(a) On the Effective Date, the Postpetition Securitization Program shall convert into, or be refinanced by, the Exit Securitization Program. To the extent required and subject to the occurrence of the Effective Date, Confirmation of this Plan shall be deemed to constitute approval by the Bankruptcy Court of the Exit Securitization Program and the Exit Securitization Program

Documents, including the transactions contemplated thereby and all actions to be taken, undertakings to be made, obligations and guarantees to be incurred, and fees and expenses to be paid in connection therewith, and authorization for the applicable Debtors and Reorganized Debtors to execute, deliver, enter into and perform their obligations under, and to consummate the transactions contemplated by, the Exit Securitization Program Documents and such other documents as may be reasonably required or appropriate, without further notice to or order of the Bankruptcy Court, act or action under applicable Law, regulation, order, or rule, or any vote, consent, authorization, or approval of any Person, except as expressly required by the Exit Securitization Program Documents.

(b) On the Effective Date, the Exit Securitization Program Documents shall constitute legal, valid, binding, and authorized obligations of the applicable Reorganized Debtors party thereto, enforceable in accordance with their respective terms, and such obligations shall not be, and shall not be deemed to be, enjoined or subject to discharge, impairment, release, avoidance, or subordination under this Plan, the Combined Order or on account of the Confirmation or Consummation of this Plan. Upon execution and delivery of the Exit Securitization Program Documents, and subject to the occurrence of the Effective Date, all Liens and security interests granted by the Reorganized Debtors pursuant to, or in connection with, the Exit Securitization Program shall be legal, valid, binding, perfected, and enforceable Liens and security interests in the applicable Collateral, with the priorities established under the Exit Securitization Program Documents and applicable non-bankruptcy Law. The Reorganized Debtors shall be authorized to make all filings and recordings, and to obtain all governmental approvals and consents, necessary or appropriate to establish, perfect, or give notice of such Liens and security interests under applicable Law; *provided* that perfection shall occur automatically by virtue of the Combined Order, and no such filings, recordings, approvals, or consents shall be required for the effectiveness or perfection of such Liens and security interests.

5.7 ***Equity Rights Offering***

(a) On the Effective Date, pursuant to this Plan, the Restructuring Support Agreement, the Restructuring Steps Exhibit, and the Equity Rights Offering Documents, the Reorganized Debtors shall consummate the Equity Rights Offering, and the Reorganized Parent shall issue ERO Interests to the Eligible Holders that validly exercise their Subscription Rights in the Equity Rights Offering, and the ERO Allocation Interests and the Premium Interests to the Equity Rights Offering Commitment Parties, as set forth in, and subject to the terms and conditions of, this Plan and the applicable Equity Rights Offering Documents and any consents or approvals required under each of the foregoing. Each Eligible Holder may exercise either all, a portion of, or none of its Subscription Rights. No oversubscription rights shall be granted as part of the Equity Rights Offering.

(b) The Reorganized Parent shall be authorized to issue the ERO Interests issuable pursuant to such exercise of Subscription Rights on the Effective Date pursuant to the terms of this Plan and the Equity Rights Offering Documents, and the issuance of such ERO Interests shall be duly authorized, validly issued, fully paid, and non-assessable (to the extent such concepts are applicable to the organizational form of the Reorganized Parent).

(c) The Equity Rights Offering shall be fully backstopped, severally and not jointly, by the Equity Rights Offering Commitment Parties pursuant to and subject to the terms and conditions set forth in this Plan, in the Equity Rights Offering Backstop Purchase Agreements, the other applicable Equity Rights Offering Documents, and the Restructuring Support Agreement. Subject to the terms and conditions set forth in each Equity Rights Offering Backstop Purchase Agreement, if, after following the procedures set forth in the Equity Rights Offering Procedures, there remains any unsubscribed ERO Interests, the Reorganized Debtors shall sell to the applicable Equity Rights Offering Commitment Parties, and the applicable Equity Rights Offering Commitment Parties shall each, severally and not jointly, be required to purchase, their respective allocations of the applicable unsubscribed ERO Interests.

(d) On the Effective Date, pursuant to and subject to the terms and conditions set forth in this Plan, in the Equity Rights Offering Backstop Purchase Agreements, the other applicable Equity Rights Offering Documents, and the Restructuring Support Agreement, the applicable Equity Rights Offering Commitment Parties shall purchase, and the Reorganized Parent shall be authorized to issue to such Equity Rights Offering Commitment Parties, the OpCo 2028 ERO Allocation Interests for the OpCo 2028 ERO Allocation Interests Aggregate Purchase Price and the Super HoldCo ERO Allocation Interests for the Super HoldCo ERO Allocation Interests Aggregate Purchase Price. The issuance of the OpCo 2028 ERO Allocation Interests and the Super HoldCo ERO Allocation Interests to the applicable Equity Rights Offering Commitment Parties shall be duly authorized, validly issued, fully paid, and non-assessable (to the extent such concepts are applicable to the organizational form of the Reorganized Parent).

(e) The OpCo 2028 ERO Interests issued to Eligible Holders of Allowed OpCo 2028 Term Loan Claims that validly exercise their OpCo 2028 Subscription Rights pursuant to the Equity Rights Offering shall be offered for an aggregate purchase price equal to the OpCo 2028 ERO Interests Aggregate Purchase Price. The Super HoldCo ERO Interests issued to Eligible Holders of Allowed Super HoldCo 1L Claims that validly exercise their Super HoldCo Subscription Rights pursuant to the Equity Rights Offering shall be offered for an aggregate purchase price equal to the Super HoldCo ERO Interests Aggregate Purchase Price, and the OpCo Intercompany ERO Interests issued to Eligible Holders of Allowed Super HoldCo 1L Claims that validly exercise their OpCo Intercompany Subscription Rights pursuant to the Equity Rights Offering shall be offered for an aggregate purchase price equal to the OpCo Intercompany ERO Interests Aggregate Purchase Price. For the avoidance of doubt, the OpCo Intercompany Subscription Rights shall be issued only to Holders of Super HoldCo 1L Claims, without duplication.

(f) The Equity Rights Offering Commitment Parties shall be eligible to receive the applicable Premium Interests as set forth in, and subject to the terms and conditions set forth in, the Equity Rights Offering Backstop Purchase Agreements. Entry of the Combined Order shall constitute Bankruptcy Court approval of the Equity Rights Offering, the Equity Rights Offering Backstop Purchase Agreements, the Premium Interests, and the ERO Allocation Interests (including the transactions contemplated thereby, and all actions to be undertaken, undertakings to be made, and obligations to be incurred by the Reorganized Parent in connection therewith). On the Effective Date, the rights and obligations of the Debtors under the Equity Rights Offering Backstop Purchase Agreements shall vest in the Reorganized Debtors, as applicable.

(g) The proceeds of the Equity Rights Offering and the sale of the ERO Allocation Interests to the applicable Equity Rights Offering Commitment Parties shall be used to: (a) *first*, repay in full in Cash the OpCo DIP Claims; (b) *second*, repay in full in Cash the Super HoldCo DIP New Money Claims; (c) *third*, make distributions on account of RCF Claims (including accrued but unpaid postpetition interest at the non-default contract rate); and (d) *fourth*, make distributions on account of Super HoldCo DIP Roll-Up Claims, in each case, as provided in Article 2 and Article 3.

5.8 ***Issuance and Distribution of Plan Securities***

(a) On the Effective Date, or as soon as practicable thereafter, the Reorganized Debtors shall issue or reserve for issuance, as applicable, the Plan Securities issuable in accordance with the terms herein and the Restructuring Steps Exhibit. The issuance of Plan Securities for distribution pursuant to this Plan is authorized without the need for further corporate or shareholder action, and all of the Reorganized Common Interests issued or issuable pursuant to this Plan shall be duly authorized, validly issued, fully paid, and nonassessable (to the extent such concepts are applicable to the organizational form of the Reorganized Parent).

(b) Distribution of the Plan Securities may be made by delivery of stock certificates or book-entry transfer thereof by (or at the direction or consent of) the applicable Distribution Agent in accordance with this Plan and the New Corporate Governance Documents. Upon the Effective Date, after giving effect to the transactions contemplated hereby, the authorized capital stock or other equity securities of Reorganized Parent shall be the number of shares of Reorganized Common Interests as may be designated in the New Corporate Governance Documents.

(c) The New Corporate Governance Documents shall be binding on all Persons receiving Reorganized Common Interests (and their respective successors and assigns), whether received pursuant to this Plan or otherwise and regardless of whether such Person executes or delivers a signature page to any New Corporate Governance Document. Notwithstanding the foregoing, the Debtors or the Reorganized Debtors, as applicable, with the consent of the Requisite Supporting Senior Creditors and in consultation with the Requisite Supporting OpCo 2028 Term Lenders, may condition the distribution of any Reorganized Common Interests issued pursuant to this Plan upon the recipient thereof duly executing and delivering to the Debtors or the Reorganized Debtors, as applicable, counter-signatures to any shareholder agreement in respect of the Reorganized Common Interests or any other applicable New Corporate Governance Document.

5.9 ***Exemption from Securities Laws***

(a) No registration statement will be filed under the Securities Act, or pursuant to any state securities Laws, with respect to the offer and sale of the Plan Securities or any other securities under this Plan.

(b) The offering, sale, issuance, and distribution of the Plan Securities (including the Reorganized Common Interests (including the ERO Interests, the ERO Allocation Interests, and the Premium Interests) and the Subscription Rights) and any other securities in exchange for Claims pursuant to Article 2 and Article 3, and other provisions of this Plan, the Equity Rights

Offering Documents, the New Corporate Governance Documents, and the Combined Order shall be exempt from, among other things, the registration requirements of Section 5 of the Securities Act and any other applicable United States, state, or local Law requiring registration for the offer or sale of a security pursuant to Section 4(a)(2) of the Securities Act, section 1145(a) of the Bankruptcy Code, or any other applicable exemption from registration under the Securities Act, in each case to the fullest extent permitted thereunder.

(c) Any and all such Plan Securities and other securities issued pursuant to section 1145(a) of the Bankruptcy Code may be resold without registration under the Securities Act by the recipients thereof pursuant to the exemption provided by Section 4(a)(1) of the Securities Act, unless the holder (a) is an "underwriter" with respect to such securities, as that term is defined in section 1145(b) of the Bankruptcy Code, (b) is an "affiliate" of Reorganized Parent, as applicable (as defined in Rule 144(a)(1) under the Securities Act), or (c) has been such an "affiliate" within ninety (90) days of such transfer, in each case subject to (i) compliance with any applicable state or foreign securities Laws, if any, and any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities; (ii) the restrictions, if any, on the transferability of such securities in the New Corporate Governance Documents; and (iii) any other applicable regulatory approval.

(d) To the extent any Plan Securities are not eligible for the exemption from registration provided by section 1145 of the Bankruptcy Code (including the ERO Interests, the ERO Allocation Interests, the Premium Interests, and any Reorganized Common Interests issued to any Person that is an "underwriter" within the meaning of section 1145(b) of the Bankruptcy Code), the offering, sale, issuance, and distribution of such securities shall be made in reliance upon Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder and on equivalent state Law registration exemptions or, solely to the extent such exemptions are not available, other available exemptions from registration under the Securities Act, and shall constitute "restricted securities" within the meaning of Rule 144 under the Securities Act and shall be subject to applicable resale limitations. Any recipients of securities that are Affiliates of Reorganized Parent will receive restricted securities that may not be transferred except pursuant to an effective registration statement or under an available exemption from the registration requirements of the Securities Act, such as, under certain conditions, the resale provisions of Rule 144A, Regulation S, and/or Rule 144 of the Securities Act, subject to, in each case, the transfer provisions, if any, and other applicable provisions set forth in the New Corporate Governance Documents. The New Corporate Governance Documents shall contain customary transfer restrictions, restrictive legends, and transfer procedures applicable to restricted securities issued pursuant to this Plan.

(e) Any and all such Plan Securities (a) offered in reliance on the exemption provided by section 1145 of the Bankruptcy Code and received by recipients who are deemed to be "underwriters" (as such term is defined in section 1145(b) of the Bankruptcy Code) or (b) offered in reliance on the exemption provided by section 4(a)(2) of the Securities Act and/or another exemption from registration under the Securities Act, shall be deemed "restricted securities" that may not be offered, sold, exchanged, assigned, or otherwise transferred unless they are registered under the Securities Act or an exemption from registration under the Securities Act is available and in compliance with any applicable state or foreign securities Laws. The availability of the

exemption under section 1145 of the Bankruptcy Code or any other applicable securities Laws shall not be a condition to the occurrence of the Effective Date.

(f) The Reorganized Debtors and Reorganized Parent need not provide any further evidence other than this Plan and the Combined Order with respect to the treatment of the securities issued under this Plan under applicable securities Laws.

(g) Notwithstanding anything to the contrary in this Plan, no Person (including, for the avoidance of doubt, DTC) shall be entitled to require a legal opinion regarding the validity of any transaction contemplated by this Plan, including, for the avoidance of doubt, whether the securities issued under this Plan are exempt from registration and/or, to the extent applicable, eligible for DTC book-entry delivery, settlement, and depository services. All such Persons and Entities, including DTC, shall be required to accept and conclusively rely upon this Plan or the Combined Order in lieu of a legal opinion regarding whether such securities are exempt from registration and/or, to the extent applicable, eligible for DTC book-entry delivery, settlement, and depository services. To the extent the Reorganized Common Interests become eligible for DTC book-entry delivery, settlement, and depository services, notwithstanding any policies, practices, or procedures of DTC, DTC and any participants and intermediaries shall fully cooperate and take all actions to facilitate any and all transactions necessary or appropriate for implementation of this Plan or otherwise contemplated thereby, including any and all distributions pursuant to this Plan.

(h) After the Effective Date, each Reorganized Debtor shall be a private company and shall not be subject to any reporting requirements promulgated by the United States Securities and Exchange Commission or any Governmental Unit in Ireland, to the extent permitted by applicable Law. Reorganized Parent does not intend to list the Reorganized Common Interests on the NYSE, NASDAQ, or any other national securities exchange. For the avoidance of doubt, the Reorganized Debtors shall use commercially reasonable efforts to ensure that, after giving effect to the Plan distributions, the Equity Rights Offering, and the MIP, the Reorganized Parent does not have a class of equity securities held of record by 300 or more persons so as to avoid triggering the reinstatement of reporting obligations under Section 15(d) of the Securities Exchange Act.

5.10 ***Management Incentive Plan***

On the Effective Date, the New Board shall adopt the MIP, which shall reserve for issuance a pool equal to 10% of Reorganized Common Interests (or, to the extent that Holders of Reorganized Common Interests hold such interests through a newly formed partnership or other entity classified as a partnership for U.S. federal income tax purposes, profits interests in such partnership or in any other entity through which such Holders directly or indirectly own Reorganized Common Interests, in each case, attributable to 10% of the Reorganized Common Interests) on a fully-diluted basis. The New Board shall award a minimum of 4.0% of the Reorganized Common Interests (or economically equivalent profits interests, as applicable) to employees, non-employee directors, and other service providers within ninety (90) days of the Effective Date. The form of equity-based awards (including whether such awards are in the form of Reorganized Common Interests or profits interests), the participants, the allocations (including the amount and timing of grants), and the terms and conditions thereof (including vesting, exercise prices, base values, hurdles, forfeiture, repurchase rights and transferability) shall be determined by the New Board. Any Reorganized Common Interests issued pursuant to the MIP shall be

offered in reliance on Section 4(a)(2) of the Securities Act, Rule 701 under the Securities Act, and/or another available exemption from registration under the Securities Act, and shall constitute "restricted securities" within the meaning of Rule 144 under the Securities Act, subject to applicable resale limitations and the transfer provisions, if any, set forth in the New Corporate Governance Documents.

5.11 ***Subordination***

The allowance, classification, and treatment of all Claims and Interests proposed under this Plan takes into consideration any and all subordination rights, whether arising by contract or under general principles of equitable subordination, the DIP Orders, section 510(b) or 510(c) of the Bankruptcy Code, or otherwise. On the Effective Date, any and all subordination rights or obligations that a Holder of a Claim or Interest may have with respect to any distribution to be made under this Plan will be discharged and terminated, and all actions related to the enforcement of such subordination rights will be enjoined permanently. Accordingly, distributions under this Plan to Holders of Allowed Claims and Allowed Interests will not be subject to turnover or payment to a beneficiary of such terminated subordination rights, or to levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights; *provided* that any such subordination rights shall be preserved in the event the Combined Order is vacated, the Effective Date does not occur in accordance with the terms hereunder or this Plan is revoked or withdrawn.

5.12 ***Release of Liens and Claims***

(a) To the fullest extent provided under section 1141(c) and other applicable provisions of the Bankruptcy Code, except as otherwise provided herein (including Article 5.4, Article 5.5, and Article 5.6), the Combined Order, or any Definitive Document, contract, instrument, release or other agreement or document entered into or delivered in connection with this Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to Article 7, all Liens, Claims, mortgages, deeds of trust, or other security interests against the assets or property of the Debtors or the Estates, including those granted under or relating to the Prepetition Funded Debt Documents, and all obligations, guaranties, suretyships, pledges, collateral support, indemnities, reimbursement obligations, and other liabilities of the Debtors, the Reorganized Debtors, and any of their respective subsidiaries or Affiliates (whether or not such subsidiary or Affiliate is a signatory to the Restructuring Support Agreement), including any non-Debtor obligor, guarantor, grantor, pledgor, or other credit support provider, arising under, evidenced by, secured by, or related to the Prepetition Funded Debt, the Prepetition Funded Debt Claims, or the Prepetition Funded Debt Documents, shall be fully and automatically satisfied, released, canceled, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable Law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. The filing of the Combined Order with any federal, state, local, or foreign agency, department, or authority shall constitute good and sufficient evidence of, but shall not be required to effect, the termination, satisfaction, release, cancellation, extinguishment, and discharge of such Liens, Claims, obligations, guaranties, and other interests to the extent provided in the immediately preceding sentence. Any Person holding such Liens, Claims, obligations, guaranties, or interests shall, pursuant to section 1142 of the Bankruptcy Code, promptly execute and deliver to the Reorganized Debtors such instruments of termination,

release, satisfaction and/or assignment (in recordable form) and take such further actions as may be reasonably requested by the Reorganized Debtors to effectuate the foregoing, including executing and delivering the Lien/Guaranty Release Documents. Notwithstanding the foregoing or anything to the contrary in this Plan, the Combined Order, Confirmation, or the occurrence of the Effective Date, the Prepetition Funded Debt Documents shall continue in effect solely to the extent, and for the limited purposes, set forth in Article 8, including enabling Holders of Prepetition Funded Debt Claims to receive distributions under this Plan and allowing and preserving the rights of the applicable Agents and any other applicable Distribution Agent to make or cause to be made distributions under this Plan, to assert, pursue, enforce and be paid with respect to any charging liens, expense reimbursement, indemnification, and similar amounts, and to perform such functions as are necessary or appropriate to effectuate the foregoing, in each case solely to the extent expressly authorized or preserved under this Plan, the Combined Order, or the applicable Prepetition Funded Debt Documents; *provided*, however, that the continuation of the Prepetition Funded Debt Documents for such limited purposes shall not affect the discharge of Claims or Interests pursuant to the Bankruptcy Code, the Combined Order, or this Plan, the Releases of the Released Parties pursuant to Article 10, or the satisfaction, release, cancellation, termination, extinguishment, and discharge of the obligations, guaranties, Liens, Claims, and other liabilities described above, and shall not result in any expense or liability to the Debtors or Reorganized Debtors, as applicable. In furtherance of the foregoing, as of the Effective Date, each Holder of a Prepetition Funded Debt Claim and each applicable Agent shall be deemed to have released all Prepetition Funded Debt Claims, guaranty Claims, obligations, Liens, and Causes of Action arising under, evidenced by, secured by, or related to the Prepetition Funded Debt, the Prepetition Funded Debt Claims, or the Prepetition Funded Debt Documents against the Debtors, the Reorganized Debtors, and any of their respective subsidiaries or Affiliates (whether or not such subsidiary or Affiliate is a signatory to the Restructuring Support Agreement), including any non-Debtor obligor, guarantor, grantor, pledgor, or other credit support provider, and each such Holder and applicable Agent shall be permanently enjoined from asserting, pursuing, or enforcing any such released Claim, obligation, Lien, or Cause of Action against any such Entity or its property, except for the limited rights expressly preserved under this Plan, the Combined Order, or the applicable Definitive Documents.

(b) On the Effective Date, the Supporting Creditors shall release, or cause to be released, to the extent not automatically released as a result of the Restructuring Transactions, all guaranties and liens granted under the Prepetition Funded Debt Documents, including by instructing the applicable Agents to execute and deliver all Lien/Guaranty Release Documents and to take all actions and make all local filings required to release security interests granted by any Debtor or any non-Debtor obligor of the Prepetition Funded Debt (whether or not such subsidiary or Entity is a signatory to the Restructuring Support Agreement). The Combined Order shall direct the foregoing.

5.13 *Organizational Documents of the Reorganized Debtors*

On the Effective Date, or as soon thereafter as is reasonably practicable, the Reorganized Debtors' respective certificates of incorporation and bylaws (and other formation and constituent documents relating to limited liability companies) shall be amended or amended and restated, as applicable, as may be required to be consistent with the provisions of this Plan and the Bankruptcy Code. To the extent required under this Plan or applicable non-bankruptcy Law, the Reorganized

Debtors shall file their respective New Corporate Governance 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 or other applicable Laws of the respective states, provinces, or countries of incorporation or organization. The New Corporate Governance Documents shall, among other things: (a) authorize the issuance of the Reorganized Common Interests; (b) be deemed modified to prohibit the issuance of non-voting equity securities, solely to the extent required under section 1123(a)(6) of the Bankruptcy Code; and (c) contain customary protections for minority equity holders reasonably acceptable to the Requisite Supporting OpCo 2028 Term Lenders, including but not limited to preemptive rights and tag-along rights. Subject to Article 6.4, after the Effective Date each Reorganized Debtor may amend and restate its 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 Corporate Governance Documents and this Plan.

5.14 ***Corporate Action***

(a) Each of the Debtors and the Reorganized Debtors may take any and all actions to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the provisions of this Plan, including in connection with the Restructuring Transactions all other actions as may be necessary or appropriate in connection therewith, in each case without further notice to or order of the Bankruptcy Court, any act or action under applicable Law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, officers or directors of the Debtors or the Reorganized Debtors or by any other Person (except for those expressly required pursuant hereto).

(b) Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant to this Plan that would otherwise require approval of the stockholders, directors, officers, managers, members or partners of the Debtors (as of prior to the Effective Date) shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable Law and without any requirement of further action by such Person, or the need for any approvals, authorizations, actions or consents of or from any such Person.

(c) As of the Effective Date, all matters provided for in this Plan involving the legal or corporate structure of the Debtors or the Reorganized Debtors (including the adoption of the New Corporate Governance Documents and similar constituent and organizational documents, and the selection of directors and officers for, each of the Reorganized Debtors), and any legal or corporate action required by the Debtors or the Reorganized Debtors in connection with this Plan including in connection with the authorization, execution and delivery of the Exit Term Loan Credit Documents, the Exit RCF Facility Documents, the Exit Securitization Program Documents, the Equity Rights Offering Documents, and the New Corporate Governance Documents, shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable Law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person.

(d) On and after the Effective Date, the appropriate officers of the Debtors and the Reorganized Debtors are authorized to issue, execute, and deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in this Plan in the name of and on behalf of the Debtors and the Reorganized Debtors, and without further notice to or order of the Bankruptcy Court, act or action under applicable Law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person. The secretary and any assistant secretary of the Debtors and the Reorganized Debtors shall be authorized to certify or attest to any of the foregoing actions.

5.15 ***Directors and Officers of the Reorganized Debtors***

As of the Effective Date, the terms of the current members of the board of directors of Parent shall expire and the New Board shall be appointed. Except to the extent that a current director on the board of directors of Parent is designated to serve on the New Board, the current directors on the board of directors of Parent prior to the Effective Date, in their capacities as such, shall be deemed to have resigned or shall otherwise cease to be a director of Parent on the Effective Date. Each independent director of the Debtors, in such capacity, shall not have any of his/her respective privileged and confidential documents, communications, or information transferred (or deemed transferred) to the Reorganized Debtors, Reorganized Parent, or any other Entity without such director's prior written consent.

5.16 ***Regulatory Approvals***

The Debtors, Reorganized Debtors, and Supporting Creditors, as applicable, shall, subject to the Restructuring Support Agreement, use best efforts to provide any necessary or desirable diligence, including all screening diligence questions, and make all filings required to obtain Regulatory Approvals as promptly as possible. The Debtors, Reorganized Debtors, and Supporting Creditors, as applicable, shall, subject to the Restructuring Support Agreement, take all commercially reasonable actions necessary to obtain all Regulatory Approvals as promptly as possible, including taking all commercially reasonable actions in response to applicable regulatory authority requests of the Debtors, the Reorganized Debtors and/or Supporting Creditors in accordance with the Restructuring Support Agreement.

The Debtors, Reorganized Debtors, and the Supporting Creditors shall promptly inform each other (and in no event more than one (1) Business Day after the occurrence thereof) of: (a) the receipt of the Regulatory Approvals and any other communication received from the relevant authorities (save to the extent wholly administrative and procedural in nature); and (b) any fact or circumstance of which they become aware that is reasonably likely to prevent or delay the obtaining of the Regulatory Approvals.

In addition, to the extent applicable, the Debtors shall use commercially reasonable efforts to obtain from the Irish Takeover Panel either: (a) confirmation that an obligation to make a mandatory general offer for the shares of Parent pursuant to Rule 9 of the Irish Takeover Rules will not be triggered by the implementation of the Irish Scheme of Arrangement and this Plan; or (b) a waiver of the obligation on the part of any Person to make such an offer.

The Debtors, Reorganized Debtors, and Supporting Creditors shall keep each other regularly informed about the status of the regulatory proceedings before the relevant authorities.

5.17 ***Cancellation of Notes, Certificates and Instruments***

(a) On the Effective Date, except to the extent otherwise provided in this Plan (including Article 5.4, Article 5.5, and Article 5.6), all notes, stock, instruments, certificates, credit agreements and other agreements and documents evidencing or relating to the RCF Claims, the OpCo Term Loan Claims, the Super HoldCo 1L Claims, the 2029 Notes Claims, any Impaired Claim and/or the Existing Equity Interests, shall be canceled (including pursuant to the Irish Scheme of Arrangement, as applicable) and the obligations of (i) the Debtors thereunder or in any way related thereto shall be fully released, terminated, extinguished and discharged, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable Law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person, and (ii) the Agents shall be discharged and their duties deemed satisfied except (to the extent applicable) with respect to any Agent serving as a Distribution Agent with respect to the applicable Claims; *provided* that the Prepetition Funded Debt Documents shall continue in effect for the limited purpose of allowing Holders of Claims thereunder to receive, and allowing and preserving the rights of the Agents or other applicable Distribution Agent thereunder to make (or cause to be made), distributions under this Plan. Except to the extent otherwise provided in this Plan and the Plan Supplement Documents, upon completion of all such distributions, the Prepetition Funded Debt Documents and any and all notes, securities and instruments issued in connection therewith shall terminate completely without further notice or action and be deemed surrendered.

(b) Notwithstanding Confirmation or the occurrence of the Effective Date, except as otherwise provided herein, only such provisions that, by their express terms, survive the termination or the satisfaction and discharge of the Prepetition Funded Debt Documents shall survive the occurrence of the Effective Date, including the rights of the Agents to assert, pursue and be paid with respect to any charging liens, expense reimbursement, indemnification, and similar amounts.

5.18 ***Sources of Cash for Plan Distributions***

(a) All Cash necessary for the Debtors or the Reorganized Debtors, as applicable, to make payments required pursuant to this Plan will be obtained from their respective Cash balances, including Cash from operations, the DIP Facilities, the Exit Term Loan Facility, the Exit RCF Facility, the Exit Securitization Program, and the proceeds from the Equity Rights Offering. Cash payments to be made pursuant to this Plan will be made by the Reorganized Debtors. The Reorganized Debtors will be entitled to transfer funds between and among themselves as they determine to be necessary or appropriate to enable the Reorganized Debtors to make the payments and distributions required by this Plan, subject, to the extent applicable, to the terms of the Exit Term Loan Facility, the Exit RCF Facility, and the Exit Securitization Program. To the extent consistent with any applicable limitations set forth in any applicable post-Effective Date agreement (including the Exit Term Loan Facility, the Exit RCF Facility, and the Exit Securitization Program), any changes in intercompany account balances resulting from such transfers will be

accounted for and settled in accordance with the Debtors' historical intercompany account settlement practices and will not violate the terms of this Plan.

(b) From and after the Effective Date, the Reorganized Debtors, subject to any applicable limitations set forth in any post-Effective Date agreement (including the New Corporate Governance Documents, the Exit Term Loan Facility, the Exit RCF Facility, and the Exit Securitization Program), shall have the right and authority without further order of the Bankruptcy Court to raise additional capital and obtain additional financing as the boards of directors of the applicable Reorganized Debtors deem appropriate.

5.19 ***Preservation and Reservation of Causes of Action***

(a) In accordance with section 1123(b) of the Bankruptcy Code, and except where such Causes of Action have been expressly released (including, for the avoidance of doubt, pursuant to the Releases provided in Article 10.2 and the Exculpation contained in Article 10.5), the Reorganized Debtors shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, including any actions specifically identified in the Schedule of Retained Causes of Action or elsewhere in the Plan Supplement, and the Reorganized Debtors' rights to commence, prosecute or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Reorganized Debtors, as the successors in interest to the Debtors and the Estates, may, and shall have the exclusive right to, enforce, sue on, settle, compromise, transfer or assign (or decline to do any of the foregoing) any or all of such Causes of Action without notice to or approval from the Bankruptcy Court.

(b) **No Entity may rely on the absence of a specific reference in this Plan, the Plan Supplement (including the Schedule of Retained Causes of Action), or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Reorganized Debtors, as applicable, will not pursue any and all available Causes of Action of the Debtors against it. Except as otherwise set forth herein, the Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity.**

(c) The Debtors expressly reserve all Causes of Action for later adjudication by the Debtors or the Reorganized Debtors (including Causes of Action not specifically identified in the Schedule of Retained Causes of Action or elsewhere in the Plan Supplement, or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances that may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action upon or after the Confirmation or Consummation of this Plan based on the Disclosure Statement, this Plan or the Combined Order, except in each case where such Causes of Action have been expressly waived, relinquished, released, compromised or settled in this Plan (including and for the avoidance of doubt, the Releases provided in Article 10.2 and the Exculpation contained in Article 10.5) or any other Final Order (including the Combined Order and the DIP Orders). In addition, the Debtors and the Reorganized Debtors expressly reserve the right to pursue or adopt

any claims alleged in any lawsuit in which any of the Debtors are a plaintiff, defendant or an interested party, against any Person, including the plaintiffs or co-defendants in such lawsuits.

(d) For the avoidance of doubt, the Debtors and the Reorganized Debtors do not reserve any Causes of Action that have been expressly released (including, for the avoidance of doubt, Claims against the Supporting Creditors, the Agents, the DIP Lenders, the DIP Commitment Parties, and Claims otherwise released pursuant to the Debtor Release provided in Article 10.2(a), the Third-Party Release provided in Article 10.2(c), and the Exculpation contained in Article 10.5).[2]

5.20 ***Notice of Effective Date***

On or as soon as practicable after the Effective Date, the Debtors shall File a notice of the occurrence of the Effective Date with the Bankruptcy Court.

5.21 ***Closing of the Chapter 11 Cases***

After an Estate has been fully administered, the Reorganized Debtors shall be authorized, but not directed, to submit an order to the Bankruptcy Court under certification of counsel to close the applicable Chapter 11 Case in accordance with the Bankruptcy Code and Bankruptcy Rules. Furthermore, the Solicitation Agent is authorized to destroy all paper or hardcopy records related to the Chapter 11 Cases two (2) years after the Effective Date has occurred.

ARTICLE VI.

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.1 ***Assumption or Rejection of Executory Contracts and Unexpired Leases***

(a) On the Effective Date, all Executory Contracts and Unexpired Leases of the Debtors, including employee contracts, which have not expired by their own terms on or prior to the Confirmation Date, shall be deemed assumed by the Debtors in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, except for those Executory Contracts and Unexpired Leases that, in each case:

(i) have been assumed, assumed and assigned, or rejected by the Debtors by prior order of the Bankruptcy Court;

(ii) are the subject of a motion to reject Filed by the Debtors pending on the Effective Date;

(iii) are identified as rejected Executory Contracts and Unexpired Leases by the Debtors on the Schedule of Rejected Executory Contracts and Unexpired Leases to be Filed in the Plan Supplement, which may be amended by the Debtors up to and through the Effective Date to add or remove Executory Contracts and Unexpired Leases by Filing with

[2] The Debtor Release and the release of any Cause of Action within the scope of the Super HoldCo Investigation remains subject to the ongoing Super Holdco Investigation.

the Bankruptcy Court a subsequent Plan Supplement and serving it on the affected non-Debtor contract parties; *provided*, that the Debtors or Reorganized Debtors, as applicable, may amend the Schedule of Rejected Executory Contracts and Unexpired Leases to add or delete any Executory Contracts or Unexpired Leases after such date to the extent agreed to by the relevant counterparties or approved by an order of the Bankruptcy Court;

(iv) are rejected or terminated pursuant to the terms of this Plan; or

(v) are the subject of a pending Cure Dispute.

(b) Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory Contract or Unexpired Lease, the Combined Order shall constitute an order of the Bankruptcy Court approving such assumptions, assumptions and assignments, and the rejection of Executory Contracts and Unexpired Leases set forth in the Schedule of Rejected Executory Contracts and Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

(c) To the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned (as applicable) pursuant to this Plan or any prior order of the Bankruptcy Court (including any "change of control" provision) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, or is modified, breached or terminated, or deemed modified, breached or terminated by, (a) the commencement of the Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (b) any Debtor's or any Reorganized Debtor's assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (c) the Confirmation or Consummation of this Plan, then such provision shall be deemed modified such that the transactions contemplated by this Plan shall not entitle the non-Debtor party thereto to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of this Plan.

(d) Each Executory Contract and Unexpired Lease assumed and/or assumed and assigned pursuant to this Plan shall revest in and be fully enforceable by the applicable Reorganized Debtor or the applicable assignee in accordance with its terms and conditions, except as modified by the provisions of this Plan, any order of the Bankruptcy Court approving its assumption and/or assignment, or applicable Law.

(e) The inclusion or exclusion of a contract or lease on any schedule or exhibit shall not constitute an admission by any Debtor that such contract or lease is an Executory Contract or Unexpired Lease or that any Debtor has any liability thereunder.

6.2 ***Payments Related to Assumption of Executory Contracts and Unexpired Leases***

(a) Any Cure Claims arising under an Executory Contract or Unexpired Lease to be assumed pursuant to this Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Claim in Cash on the later of (i) the Effective Date, or (ii) such other

date as may be provided under the terms of the Executory Contract or Unexpired Lease or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

(b) In the event of a Cure Dispute, the Debtors or Reorganized Debtors, as applicable, shall have sixty (60) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease by Filing a notice indicating such altered treatment. In the event the Debtors or Reorganized Debtors, as applicable, seek to assume an Executory Contract or Unexpired Lease previously subject to a Cure Dispute, any Cure Claims related to such Executory Contract or Unexpired Lease shall be paid following the entry of a Final Order resolving the dispute and approving the assumption of such Executory Contracts or Unexpired Leases and shall not prevent or delay implementation of this Plan or the occurrence of the Effective Date; *provided*, that the Debtors or the Reorganized Debtors, as applicable, may settle any dispute regarding the amount of any Cure Claim without any further notice to or action, order or approval of the Bankruptcy Court. Assumption of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise and full payment of any applicable Cure Claim pursuant to this Section shall result in the full release and satisfaction of any Cure Claims, Claims, or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption.

6.3 *Claims on Account of the Rejection of Executory Contracts or Unexpired Leases*

(a) All Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, pursuant to this Plan or the Combined Order, if any, must be Filed with the Bankruptcy Court within twenty-one (21) days after service of an order of the Bankruptcy Court (including the Combined Order) approving such rejection. Any Claim arising from the rejection of Executory Contracts or Unexpired Leases that becomes an Allowed Claim is classified and shall be treated as a Class 8 General Unsecured Claim.

(b) Any Person that is required to File a Proof of Claim arising from the rejection of an Executory Contract or an Unexpired Lease that fails to timely do so shall be forever barred, estopped and enjoined from asserting such Claim, and such Claim shall not be enforceable, against the Debtors, the Reorganized Debtors or the Estates, and the Debtors, the Reorganized Debtors and their Estates and their respective assets and property shall be forever discharged from any and all indebtedness and liability with respect to such Claim unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the permanent injunction set forth in Article 10.6.

6.4 *Survival of the Debtors' Indemnification Obligations*

Notwithstanding anything herein to the contrary and to the fullest extent permitted by applicable Law, all Indemnification Provisions shall be assumed, honored, reinstated, and remain intact and irrevocable and in full force and effect (and on terms no less favorable than those in place prior to the Restructuring Transactions) after the Effective Date, and shall survive the effectiveness of the Restructuring Transactions Unimpaired under this Plan, irrespective of when such obligation arose; *provided* that the Reorganized Debtors shall not be required to indemnify or advance any expenses in connection with any Claim made against any Indemnified Party to the

extent any such Claim or suit is finally adjudicated to have arisen out of or resulted from such Indemnified Party's willful misconduct or fraud. To the extent necessary, the New Corporate Governance Documents adopted or amended as of the Effective Date shall include provisions to give effect to the foregoing. Except as otherwise provided in this Plan, all Indemnification Provisions shall be deemed and treated as Executory Contracts that are assumed by the Debtors under this Plan.

6.5 ***Employee Plans***

(a) All Employee Plans that exist as of the Effective Date shall be assumed on the Effective Date as Executory Contracts pursuant to sections 365 and 1123 of the Bankruptcy Code. For the avoidance of doubt, if an Employee Plan provides in part for an award or potential award of Interests or consideration based on the value of Interests that have not vested into Existing Equity Interests as of the Petition Date, such Employee Plan shall be assumed in all respects other than the provisions of such agreement relating to Interest awards. Notwithstanding any other provision in this Plan, the occurrence of the Effective Date shall be deemed to trigger any applicable change of control, vesting, termination, acceleration, or similar provisions contained in the Employee Plans.

(b) As of the Effective Date, the Debtors and the Reorganized Debtors shall continue to honor their obligations under all applicable workers' compensation programs and in accordance with all applicable workers' compensation Laws in states in which the Reorganized Debtors operate. Any Claims arising under workers' compensation programs shall be deemed withdrawn once satisfied without any further notice to or action, order, or approval of the Bankruptcy Court; *provided*, that nothing in this Plan shall limit, diminish, or otherwise alter the Debtors' or Reorganized Debtors' defenses, Causes of Action, or other rights under applicable Law, including non-bankruptcy Law, with respect to any such workers' compensation programs; *provided*, *further*, that nothing herein shall be deemed to impose any obligations on the Debtors in addition to what is provided for under applicable state Law.

6.6 ***Insurance Policies***

(a) All insurance policies to which any Debtor is a party as of the Effective Date, including any D&O Liability Insurance Policy, shall be deemed to be and treated as Executory Contracts and shall be assumed by the applicable Debtors or the Reorganized Debtors and shall continue in full force and effect thereafter in accordance with their respective terms, and all such insurance policies shall vest in the Reorganized Debtors.

(b) In addition, after the Effective Date, all current and former directors, officers, managers, and employees of any of the Debtors and their Affiliates who served in such capacity at any time before or after the Effective Date shall be entitled to the full benefits of any D&O Liability Insurance Policy (including the D&O Tail) for the full term of such policy regardless of whether such directors, officers, managers, and/or employees remain in such positions after the Effective Date, in each case, to the extent set forth in such policies.

(c) In addition, after the Effective Date, the Reorganized Debtors shall not terminate or otherwise reduce the coverage under any D&O Liability Insurance Policy (including the

D&O Tail) in effect on the Effective Date, and any current and former directors, officers, managers, and employees of any of the Debtors and their Affiliates who served in such capacity at any time before or after the Effective Date shall be entitled to the full benefits of any such D&O Liability Insurance Policy for the full term of such policy regardless of whether such directors, officers, managers, and/or employees remain in such positions after the Effective Date, in each case, on terms for coverage and amounts to be mutually determined by the Reorganized Debtors and the Requisite Supporting Senior Creditors.

(d) The Debtors are further authorized to take such actions, and to execute and deliver such documents, as may be reasonably necessary or appropriate to implement, maintain, cause the binding of, satisfy any terms or conditions of, or otherwise secure for the insureds the benefits of the D&O Tail, without further notice to or order of the Bankruptcy Court or approval or consent of any Person.

(e) Prior to the Effective Date, the Reorganized Debtors shall arrange for directors' and officers' liability insurance coverage for each of the members of the New Board, with such coverage to take effect on the Effective Date.

6.7 *Intellectual Property Licenses and Agreements*

All intellectual property contracts, licenses, royalties, or other similar agreements to which the Debtors have any rights or obligations in effect as of the date of the Combined Order shall be deemed and treated as Executory Contracts pursuant to this Plan and shall be assumed by the respective Debtors and Reorganized Debtors and shall continue in full force and effect unless any such intellectual property contract, license, royalty, or other similar agreement included in the Schedule of Rejected Executory Contracts and Unexpired Leases, is specifically rejected pursuant to a separate order of the Bankruptcy Court (including the Combined Order), or is the subject of a separate rejection motion Filed by the Debtors in accordance with this Plan. Unless otherwise noted hereunder, all other intellectual property contracts, licenses, royalties, or other similar agreements shall vest in the Reorganized Debtors and the Reorganized Debtors may take all actions as may be necessary or appropriate to ensure such vesting as contemplated herein.

6.8 *Assignment*

To the extent provided under the Bankruptcy Code or other applicable Law, any Executory Contract or Unexpired Lease transferred and assigned hereunder shall remain in full force and effect for the benefit of the transferee or assignee in accordance with its terms, notwithstanding any provision in such Executory Contract or Unexpired Lease (including those of the type set forth in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such transfer or assignment. To the extent provided under the Bankruptcy Code or other applicable Law, any provision that prohibits, restricts, or conditions the assignment or transfer of any such Executory Contract or Unexpired Lease or that terminates or modifies such Executory Contract or Unexpired Lease or allows the counterparty to such Executory Contract or Unexpired Lease to terminate, modify, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon any such transfer and assignment, constitutes an unenforceable anti-assignment provision and is void and of no force or effect.

6.9 ***Modifications, Amendments, Supplements, Restatements, or Other Agreements***

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

(b) Unless otherwise provided herein or by separate order of the Bankruptcy Court, each Executory Contract and Unexpired Lease that is assumed shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such Executory Contract or Unexpired Lease.

6.10 ***Contracts and Leases Entered Into After the Petition Date***

Contracts and leases entered into after the Petition Date by any Debtor may be performed by the applicable Debtor or Reorganized Debtor in the ordinary course of business without further approval of the Bankruptcy Court.

6.11 ***Reservation of Rights***

(a) Neither the exclusion nor inclusion of any contract or lease by the Debtors on any exhibit, schedule, or other annex to this Plan or in the Plan Supplement, nor anything contained in this Plan, will constitute an admission by the Debtors that any such contract or lease is or is not in fact an Executory Contract or Unexpired Lease or that the Debtors or the Reorganized Debtors or their respective Affiliates have any liability thereunder.

(b) Except as otherwise provided in this Plan, nothing in this Plan shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors and the Reorganized Debtors under any Executory Contract or non-Executory Contract or any unexpired or expired lease.

(c) Nothing in this Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors or the Reorganized Debtors under any executory or non-Executory Contract or any expired or Unexpired Lease.

ARTICLE VII.

PROVISIONS GOVERNING DISTRIBUTIONS

7.1 ***Distributions Generally***

(a) The applicable Distribution Agent shall make all distributions under this Plan to the appropriate Holders of Allowed Claims and Interests in accordance with the terms of this Plan and the Restructuring Steps Exhibit.

(b) Subject to Bankruptcy Rule 9010, all distributions to any Holder of an Allowed Claim shall be made by a Distribution Agent, who shall transmit such distribution to the applicable Holders of Allowed Claims; *provided*, that any Holder as of the Distribution Record Date may send a written notice to the Distribution Agent that the distributions in respect of such Holder's Allowed Claims shall be made to one or more of its Affiliates, designees or related funds; *provided*, *further*, that such Holder and relevant Affiliate, designee, or related fund comply with all applicable withholding and reporting requirements set forth in this Plan. If a distribution to any Holder is returned as undeliverable, no further distributions shall be made to such Holder unless and until such Distribution Agent is notified in writing of such Holder's then-current address, at which time all currently-due, missed distributions shall be made to such Holder as soon as reasonably practicable thereafter without interest. Nothing herein shall require the Distribution Agent to attempt to locate Holders of undeliverable distributions.

7.2 ***Distribution Record Date***

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Interests as maintained by the Debtors or their respective agents, shall be deemed closed, and there shall be no further changes in the record Holders of any of the Claims or Interests. The Debtors or the Reorganized Debtors shall have no obligation to recognize any transfer of the Claims or Interests occurring on or after the Distribution Record Date. In addition, with respect to payment of any Cure Claims or disputes over any Cure Claims, neither the Debtors nor the Distribution Agent shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable Executory Contract or Unexpired Lease as of the Distribution Record Date, even if such non-Debtor party has sold, assigned, or otherwise transferred its Cure Claim. For the avoidance of doubt, in connection with a distribution through the facilities of DTC (if any), DTC shall be considered a single Holder for purposes of distributions.

7.3 ***Date of Distributions***

Except as otherwise provided in this Plan (including payments made in the ordinary course of the Debtors' business) or as paid pursuant to a prior Bankruptcy Court order, on the Effective Date or, if a Claim or Interest is not Allowed on the Effective Date, on the date that such Claim or Interest becomes Allowed, or, in each case, as soon as reasonably practicable thereafter, or as otherwise determined in accordance with this Plan and the Combined Order, including the treatment provisions of Article 3, each Holder of an Allowed Claim shall receive the full amount of the distributions that this Plan provides for Allowed Claims in the applicable Class; *provided*, that the Reorganized Debtors may implement periodic distribution dates to the extent they determine them to be appropriate; *provided*, *further*, that the Reorganized Debtors may make distributions of Reorganized Common Interests following the Effective Date, including to Holders of Disputed Claims that become Allowed Claims. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article 8. Except as specifically provided in this Plan, Holders of Allowed Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in this Plan, regardless of whether such distributions are delivered on or at any time after the Effective Date.

7.4 ***Distribution Agent and Expenses of Distribution Agent***

(a) All distributions under this Plan shall be made by the applicable Distribution Agent, which may be a Debtor, Reorganized Debtor, or such other Entity designated as Distribution Agent pursuant to the Plan Supplement Documents, on or after the Effective Date or as otherwise provided herein. A Distribution Agent shall not be required to give any bond or surety or other security for the performance of its duties, and all reasonable fees and expenses incurred by such Distribution Agent directly related to distributions hereunder shall be reimbursed by the Reorganized Debtors.

(b) Except as otherwise ordered by the Bankruptcy Court and subject to the written agreement of the Reorganized Debtors, the reasonable and documented fees and expenses incurred by the Distribution Agent acting in such capacity (including reasonable and documented attorneys' fees and expenses) on or after the Effective Date shall be paid in Cash by the Reorganized Debtors in the ordinary course of business.

7.5 ***Rights and Powers of the Distribution Agent***

(a) From and after the Effective Date, the Distribution Agent, solely in its capacity as Distribution Agent, shall be exculpated by all Entities, including Holders of Claims against and Interests in the Debtors and other parties in interest, from any and all Claims, Causes of Action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon such Distribution Agent by this Plan or any order of the Bankruptcy Court entered pursuant to or in furtherance of this Plan, or applicable Law, except for actions or omissions to act arising out of the gross negligence or willful misconduct, fraud, malpractice, criminal conduct, or ultra vires acts of such Distribution Agent. No Holder of a Claim or Interest or other party in interest shall have or pursue any Claim or Cause of Action vested in a Distribution Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by such Distribution Agent to be necessary and proper to implement the provisions hereof.

(b) The Distribution Agent shall be empowered to (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan; (ii) make all applicable distributions or payments provided for under this Plan; (iii) employ professionals to represent it with respect to its responsibilities; and (iv) exercise such other powers (A) as may be vested in the Distribution Agent by order of the Bankruptcy Court (including any Final Order issued after the Effective Date) or pursuant to this Plan or (B) as deemed by the Distribution Agent to be necessary and proper to implement the provisions of this Plan.

(c) ***No Postpetition Interest.*** Except as otherwise specifically provided for in this Plan (including Article 2.3 with respect to DIP Claims and Article 3.2(d) with respect to RCF Claims), the Combined Order, or another Final Order of the Bankruptcy Court, postpetition interest shall not accrue or be paid on any Claims, and no Holder of a Claim shall be entitled to interest accruing on such Claim on or after the Petition Date.

7.6 ***Distributions as of the Effective Date***

Distributions to Holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

7.7 ***Unclaimed Property***

One year from the later of (a) the Effective Date and (b) the date that is ten (10) Business Days after the date of a distribution on an Allowed Claim, all distributions payable on account of such Claim that are undeliverable or otherwise unclaimed shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revert to the Reorganized Debtors or their successors or assigns, and all Claims of any other Person (including the Holder of a Claim in the same Class) to such distribution shall be discharged and forever barred. The Reorganized Debtors and the Distribution Agent shall have no obligation to attempt to locate any Holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's Filings.

7.8 ***Time Bar to Cash Payments***

Checks issued by the Distribution Agent in respect of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Thereafter, the amount represented by such voided check shall irrevocably revert to the Reorganized Debtors, and any Claim in respect of such voided check shall be discharged and forever barred, notwithstanding any federal or state escheat Laws to the contrary. Requests for re-issuance of any check must be made to the applicable Distribution Agent by the Holder of the Allowed Claim to whom such check was originally issued, prior to the expiration of the ninety (90) day period.

7.9 ***Manner of Payment under Plan***

Except as otherwise specifically provided in this Plan, at the option of the Debtors or the Reorganized Debtors, as applicable, any Cash payment to be made hereunder may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors.

7.10 ***Satisfaction of Claims***

Except as otherwise specifically provided in this Plan, any distributions and deliveries to be made on account of Allowed Claims under this Plan shall be in complete and final satisfaction, release, settlement, and discharge of and exchange for such Allowed Claims.

7.11 ***Fractional Shares***

No fractional shares of Plan Securities shall be distributed. If any distributions of Plan Securities pursuant to this Plan would result in the issuance of a fractional share of Plan Securities, then the number of shares of Plan Securities to be issued in respect of such distribution will be calculated to one decimal place and rounded up or down to the closest whole share (with a half share or greater rounded up and less than a half share rounded down). Subject to the terms and conditions of the Equity Rights Offering Backstop Purchase Agreements, the total number of

Plan Securities to be distributed in connection with this Plan shall be adjusted as necessary to account for the rounding provided for in this Article 7.11, and the number of Reorganized Common Interests may be adjusted as necessary so that the total number of Reorganized Common Interests is fixed. No consideration shall be provided in lieu of fractional shares that are rounded down. Neither the Reorganized Debtors nor the Distribution Agent shall have any obligation to make a distribution that is less than one (1) share or unit of Plan Securities. Fractional shares of Plan Securities that are not distributed in accordance with this section shall be returned to, and the ownership thereof shall vest in, the Reorganized Debtors. For purposes of determining whether a Person would otherwise receive a fraction of a Reorganized Common Interest, all Reorganized Common Interests to be issued to such Person pursuant to this Plan, the Equity Rights Offering Backstop Purchase Agreements, and the other applicable Equity Rights Offering Documents shall be aggregated. The Debtors reserve the right to adjust the rounding conventions discussed herein, including the methods used for allocating through DTC, if applicable, with the consent of the Requisite Supporting Senior Creditors and in consultation with the Requisite Supporting OpCo 2028 Term Lenders.

7.12 ***Minimum Cash Distributions***

The Distribution Agent shall not be required to make any distribution of Cash less than one hundred dollars ($100) to any Holder of an Allowed Claim; *provided*, that if any distribution is not made pursuant to this Article 7.12, such distribution shall be added to any subsequent distribution to be made on behalf of the Holder's Allowed Claim. Smaller amounts will revert back to the Estate.

7.13 ***Setoffs***

(a) The Debtors and the Reorganized Debtors, or such Entity's designee as instructed by such Debtor or Reorganized Debtor, as applicable, may, but shall not be required to, set off or recoup against any Claim, and any distribution to be made pursuant to this Plan on account of such Claim, any and all Claims, rights, and Causes of Action of any nature whatsoever that the Debtors or the Reorganized Debtors or their successors may have against the Holder of such Claim pursuant to the Bankruptcy Code or applicable non-bankruptcy Law; *provided* that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by a Debtor or a Reorganized Debtor or its successor of any claims, rights, or Causes of Action that a Debtor or Reorganized Debtor or its successor or assign may possess against the Holder of such Claim.

(b) In no event shall any Holder of Claims be entitled to set off any such Claim against any claim, right, or Cause of Action of the Debtor or Reorganized Debtor, unless (i) the Debtors or the Reorganized Debtors, as applicable, have consented or (ii) such Holder has Filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date, and notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise. Notwithstanding the foregoing, this paragraph does not create any new rights to setoff or recoupment that did not exist under any applicable Law or agreement in existence prior to the Effective Date.

7.14 ***Allocation of Distributions Between Principal and Interest***

Except as otherwise provided in this Plan or as otherwise required by Law (as reasonably determined by the Reorganized Debtors), distributions with respect to an Allowed Claim shall be allocated first to the principal portion of such Allowed Claim (as determined for United States federal income tax purposes) and, thereafter, to the remaining portion of such Allowed Claim, if any.

7.15 ***No Distribution in Excess of Amount of Allowed Claim***

Notwithstanding anything in this Plan to the contrary, no Holder of an Allowed Claim shall receive, on account of such Allowed Claim, distributions in excess of the Allowed amount of such Claim.

7.16 ***Withholding and Reporting Requirements***

(a) In connection with this Plan, the Distribution Agent (including, for purposes of this Section 7.16, the Debtors and the Reorganized Debtors) issuing any instrument or making any distribution described in this Plan or the Restructuring Steps Exhibit, or payment in connection therewith shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions pursuant to this Plan and all related agreements shall be subject to any such withholding or reporting requirements. The Distribution Agent shall have the right, but not the obligation, to take any and all actions that may be necessary or appropriate to comply with such applicable withholding and reporting requirements, including (i) withholding distributions and amounts therefrom pending receipt of information necessary to facilitate such distributions, including properly executed withholding certification forms, and (ii) in the case of a non-Cash distribution that is subject to withholding, withholding an appropriate portion of such property and either liquidating such withheld property to generate sufficient funds to pay applicable withholding taxes (or reimburse the distributing party for any advance payment of the withholding tax) or pay the withholding tax using its own funds and retain such withheld property. Any amounts withheld pursuant to this Article 7.16 shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan. Notwithstanding the foregoing, each Holder of an Allowed Claim or any other Person that receives a distribution pursuant to this Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any taxes imposed by any Governmental Unit, including income, withholding, and other taxes, on account of such distribution. The Distribution Agent issuing any instrument or making any distribution pursuant to this Plan has the right, but not the obligation, to not make a distribution until such Holder has made arrangements satisfactory to the Distribution Agent for payment of any such withholding obligations.

(b) Any Person entitled to receive any property as an issuance or distribution under this Plan shall, upon request, deliver to the Distribution Agent or such other Entity designated by the Reorganized Debtor or the Distribution Agent, an appropriate IRS Form W-9, or if the payee is a foreign Person, an applicable IRS Form W-8 and any other forms or documents reasonably requested by any Reorganized Debtor or Distribution Agent to reduce or eliminate any withholding required by any federal, state, or local taxing authority. If such request is made by the Reorganized Debtors, the Distribution Agent, or such other Entity designated by the Reorganized Debtors or

Distribution Agent and such party fails to comply before the date that is one hundred eighty (180) days after the request is made, the amount of such distribution shall irrevocably revert to the applicable Reorganized Debtor and any Claim in respect of such distribution shall be discharged and forever barred from assertion against such Reorganized Debtor or its respective property.

(c) The Distribution Agent reserves the right to allocate all distributions made under this Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens, and encumbrances.

7.17 ***Surrender of Canceled Instruments or Securities***

As a condition precedent to receiving any distribution on account of its Allowed Claim, each Holder of a Claim shall be deemed to have surrendered the certificates or other documentation underlying each such Claim, and all such surrendered certificates and other documentation shall be deemed to be canceled, except to the extent otherwise provided herein.

7.18 ***Claims Paid or Payable by Third Parties***

(a) A Claim shall be correspondingly reduced, and the applicable portion of such Claim shall be Disallowed without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives a payment on account of such Claim from a party that is not a Debtor or Reorganized Debtor. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Holder shall, within fourteen (14) days of receipt thereof, repay or return the distribution to the Reorganized Debtors to the extent the Holder's total recovery on account of such Claim from the third party and under this Plan exceeds the amount of such Claim as of the date of any such distribution under this Plan.

(b) No distributions under this Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

(c) Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Notwithstanding anything to the contrary herein, nothing contained in this Plan shall constitute or be deemed a release, settlement, satisfaction, compromise, or waiver of any Cause of Action that the Debtors or any other Entity may hold against any other Entity, including insurers, under any policies of insurance or applicable indemnity, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

7.19 ***Elimination of Guarantees and Joint and Several Liability***

For all purposes associated with distributions under this Plan, all guarantees by any Debtor of the obligations of any other Debtor, as well as any joint and several liability of any Debtor with respect to any other Debtor, shall be deemed eliminated so that any obligation that could otherwise be asserted against more than one Debtor shall result in a single distribution under this Plan; *provided*, that Claims held by a single Entity at different Debtors that are not based on guarantees or joint and several liability shall be entitled to the applicable distribution for such Claim at each applicable Debtor. Any such Claims shall be subject to all potential objections, defenses, and counterclaims, and to estimation pursuant to section 502(c) of the Bankruptcy Code.

7.20 ***Delivery of Distributions through DTC***

(a) To the extent the Reorganized Common Interests are DTC eligible on the Effective Date, delivery thereof may be made via DTC; *provided* that, if the Reorganized Common Interests are not DTC eligible on the Effective Date, all distributions of Reorganized Common Interests shall be made via book-entry transfer by the Distribution Agent in accordance with this Plan and the New Corporate Governance Documents. Notwithstanding the foregoing, the Distribution Record Date shall not apply to distributions in respect of any securities deposited with DTC (if applicable), the Holders of which shall receive distributions, if any, in accordance with the customary exchange procedures of DTC or this Plan.

(b) For the avoidance of doubt, in connection with a distribution through the facilities of DTC (if any), DTC shall be considered a single Holder for purposes of distributions. In the event that elections are to be made within DTC, distributions will be made at the beneficial owner level in accordance with the elections received thereto. Notwithstanding any policies, practices, or procedures of DTC or any other applicable clearing system, to the extent the Reorganized Common Interests become DTC eligible, DTC and all other applicable clearing systems shall cooperate with and take all actions reasonably requested by the Distribution Agent to facilitate distributions without requiring that such distributions be characterized as repayments of principal or interest. The Distribution Agent shall not be required to provide indemnification or other security to DTC in connection with any distributions through the facilities of DTC.

ARTICLE VIII.

PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

8.1 ***Claims Generally***

(a) Notwithstanding section 502(a) of the Bankruptcy Code, and except as otherwise set forth in this Plan or the Combined Order, Holders of Claims, other than Claims arising from the rejection of an Executory Contract or Unexpired Lease, need not File Proofs of Claim with the Bankruptcy Court, and the Reorganized Debtors and Holders of Claims shall determine,

adjudicate, and resolve any disputes over the validity and amounts of such Claims as if the Chapter 11 Cases had not been commenced.

(b) The Holders of Claims other than Claims arising from the rejection of an Executory Contract or Unexpired Lease and 510(b) Claims shall not be subject to any Claims resolution process in the Bankruptcy Court. Except for Proofs of Claim in respect of Claims arising from the rejection of an Executory Contract or Unexpired Lease, any Filed Claim, regardless of the time of Filing, and including Claims Filed after the Effective Date, shall be deemed withdrawn. From and after the Effective Date, the Reorganized Debtors may satisfy, dispute, settle, or otherwise compromise any Claim without approval of the Bankruptcy Court. The Debtors and the Reorganized Debtors, as applicable, shall be permitted to seek the classification of any Claim as a 510(b) Claim by Filing an objection to or other pleading with respect to such Claim with the Bankruptcy Court and shall not be required to commence an adversary proceeding to effect such classification.

8.2 ***Objections to Claims***

After Confirmation but before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors, in each case, shall have the authority to File objections to Claims (other than Claims that are Allowed under this Plan) and settle, compromise, withdraw, or litigate to judgment objections to any and all such Claims, regardless of whether such Claims are in an Unimpaired Class or otherwise; *provided* that this provision shall not apply to Professional Fee Claims, which may be objected to by any party-in-interest in these Chapter 11 Cases. After the Effective Date, the Reorganized Debtors shall have and retain any and all rights and defenses that the Debtors had with regard to any Claim or Interest. Any objections to Claims shall be served and Filed on or before the later of (a) two (2) years after the Effective Date and (b) such later date as may be fixed by the Bankruptcy Court. The expiration of such period shall not limit or affect the Debtors' or the Reorganized Debtors' rights to dispute Claims other than through an objection to a Claim and/or to proof of such Claim. From and after the Effective Date, the Reorganized Debtors may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. The Reorganized Debtors shall have the sole authority to administer and adjust the Claims Register and their respective books and records to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

8.3 ***Estimation of Claims***

(a) After Confirmation but before the Effective Date, the Debtors, and after the Effective Date, the Reorganized Debtors may at any time request that the Bankruptcy Court estimate any Disputed Claim or contingent or unliquidated Claim pursuant to applicable Law, including section 502(c) of the Bankruptcy Code, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. § 1334 to estimate any such Claim, whether for allowance or to determine the maximum amount of such Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled,

withdrawn or resolved by any mechanism approved by the Bankruptcy Court. The rights and objections of all parties are reserved in connection with any such estimation.

(b) Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before fourteen (14) calendar days after the date on which such Claim is estimated. All of the aforementioned Claims objection, estimation, and resolution procedures are cumulative and not exclusive of one another.

8.4 ***Disallowance of Claims***

Any Claims held by Entities from which property is recoverable under sections 542, 543, 550, or 553 of the Bankruptcy Code or that are transferees of a transfer avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed 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 such Entities have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by such Entities have been turned over or paid to the Debtors or the Reorganized Debtors.

8.5 ***Adjustment to Claims Without Objection***

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted on the Claims Register by the Reorganized Debtors without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

8.6 ***No Distributions Pending Allowance***

If an objection, motion to estimate, or other challenge to a Claim is Filed, no payment or distribution provided under this Plan shall be made on account of such Claim unless and until (and only to the extent that) such Disputed Claim becomes an Allowed Claim.

8.7 ***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 this Plan, including the treatment provisions provided in Article 3.

8.8 ***Claim Resolution Procedures Cumulative***

All of the Claims, objection, estimation, and resolution procedures in this Plan are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently settled, compromised, withdrawn, or resolved in accordance with this Plan without further notice or Bankruptcy Court approval.

8.9 ***Single Satisfaction of Claims and Interests***

In no case shall the aggregate value of all property received or retained under this Plan on account of any Allowed Claim or Interest exceed 100 percent (100%) of the underlying Allowed Claim or Interest plus applicable interest required to be paid hereunder, if any.

ARTICLE IX.

CONDITIONS PRECEDENT TO CONSUMMATION OF THIS PLAN

9.1 ***Conditions Precedent to the Effective Date***

(a) It shall be a condition to Consummation of this Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article 9.1(b):

(i) each Definitive Document shall (A) be materially consistent with the Restructuring Support Agreement 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, and shall remain in full force and effect, and (C) be adopted or amended on terms materially consistent with the Restructuring Support Agreement and this Plan;

(ii) the Bankruptcy Court shall have entered the Combined Order, and the Combined Order shall not be stayed, modified, or vacated;

(iii) the Restructuring Support Agreement, the DIP Facilities, and the DIP Orders shall not have been terminated in accordance with their respective terms for any reason other than the occurrence of the Effective Date, and there shall not have occurred and be continuing any event, act, or omission that, but for the expiration of time, would permit the Requisite Supporting Senior Creditors or the Requisite Supporting OpCo 2028 Term Lenders to terminate the Restructuring Support Agreement or the Required Lenders (as defined in the DIP Credit Agreements) to terminate the DIP Facilities in accordance with their respective terms upon the expiration of such time;

(iv) all governmental approvals and consents, including all Regulatory Approvals, that are legally required for the consummation of the Restructuring Transactions shall have been obtained, not be subject to unfulfilled conditions and be in full force and effect, and, if required, all applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, shall have expired;

(v) no Governmental Unit shall have enjoined the Restructuring Transactions contemplated herein, in the Restructuring Support Agreement, and in the Definitive Documents;

(vi) the Equity Rights Offering Backstop Purchase Agreements shall provide for commitments to purchase Reorganized Common Interests (including ERO Interests and

ERO Allocation Interests) for an aggregate purchase price of not less than $450 million, and shall remain in full force and effect;

(vii) the Equity Rights Offering shall have been conducted, in all material respects, in accordance with the Equity Rights Offering Documents, and the Cash proceeds of the Equity Rights Offering and the transactions contemplated by the Equity Rights Offering Documents, including the purchase and sale of the ERO Interests and the ERO Allocation Interests, shall equal not less than $450 million;

(viii) the Plan Securities shall have been issued or reserved for issuance (as applicable);

(ix) the High Court of Ireland shall have made the Irish Confirmation Order and the Irish Scheme of Arrangement shall have become effective in accordance with its terms (or shall become effective concurrently with the effectiveness of this Plan);

(x) all Restructuring Fees and Expenses shall have been paid in full in Cash;

(xi) the Professional Fee Escrow Account shall have been established and funded with the Professional Fee Escrow Amount; and

(xii) all Lien/Guaranty Release Documents shall have been executed and delivered, and all local filings required to release security interests granted by any Debtor or any non-Debtor obligor of the Prepetition Funded Debt (whether or not such subsidiary or Affiliate is a signatory to the Restructuring Support Agreement) shall have been made or shall be made substantially concurrently with the Effective Date.

(b) ***Waiver of Conditions Precedent***. Subject to section 1127 of the Bankruptcy Code, the conditions precedent to Consummation of this Plan set forth in Article 9.1(a) may be waived in writing by the Debtors, with the prior written consent of the Requisite Supporting Senior Creditors and the Requisite Supporting OpCo 2028 Term Lenders (such consent not to be unreasonably withheld, conditioned, or delayed); *provided*, that waiver of the condition precedent to Consummation of this Plan set forth in Article 9.1(a)(xi) shall require the consent of the affected Professionals. If this Plan is confirmed for fewer than all of the Debtors, only the conditions applicable to the Debtor or Debtors for which this Plan is confirmed must be satisfied or waived for the Effective Date to occur. The failure of the Debtors or Reorganized Debtors to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each right shall be deemed an ongoing right that may be asserted at any time.

9.2 ***Timing of Conditions Precedent***

Notwithstanding when a Condition Precedent to the Effective Date occurs, for the purposes of this Plan, such Condition Precedent shall be deemed to have occurred simultaneously upon the completion of the Conditions Precedent to the Effective Date; *provided*, that to the extent a Condition Precedent (the "***Prerequisite Condition***") may be required to occur prior to another Condition Precedent (a "***Subsequent Condition***") then, for purposes of this Plan, the Prerequisite Condition shall be deemed to have occurred immediately prior to the applicable Subsequent

Condition regardless of when such Prerequisite Condition or Subsequent Condition shall have occurred.

9.3 ***Effect of Non-Occurrence of the Effective Date***

If the Effective Date does not occur, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall (a) constitute a waiver or release of any Claims by or against, or any Interests in, the Debtors, (b) prejudice in any manner the rights of any Entity, or (c) constitute an admission, acknowledgement, offer, or undertaking by the Debtors, any of the Supporting Creditors, or any other Entity.

ARTICLE X.

RELEASE, DISCHARGE, INJUNCTION AND RELATED PROVISIONS

10.1 ***General***

(a) Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases and other benefits provided under this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims and Interests and controversies resolved pursuant to this Plan. The entry of the Combined Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests and controversies, as well as a finding by the Bankruptcy Court that any such compromise or settlement is in the best interests of the Debtors, their Estates, and any Holders of Claims and Interests and is fair, equitable and reasonable.

(b) Notwithstanding anything contained herein to the contrary, the allowance, classification and treatment of all Allowed Claims and Allowed Interests and their respective distributions (if any) and treatments hereunder, take into account the relative priority and rights of the Claims and the Interests in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise. As of the Effective Date, any and all contractual, legal and equitable subordination rights, whether arising under general principles of equitable subordination, section 510 of the Bankruptcy Code or otherwise, relating to the allowance, classification and treatment of all Allowed Claims and Allowed Interests and their respective distributions (if any) and treatments hereunder, are settled, compromised, terminated and released pursuant hereto; *provided* that nothing contained herein shall preclude any Person from exercising its rights pursuant to and consistent with the terms of this Plan and the contracts, instruments, releases, and other agreements or documents delivered under or in connection with this Plan.

10.2 ***Release of Claims and Causes of Action***

(a) *Debtor Release*.[3] Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code and Bankruptcy Rule 9019 and in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, effective as of the Effective Date, and upon giving effect to the Intercompany Settlement, except for the rights that remain in effect from and after the Effective Date to enforce this Plan and the obligations contemplated by this Plan and the documents in the Plan Supplement, or as otherwise provided in any order of the Bankruptcy Court, on and after the Effective Date, the Released Parties shall be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, to the maximum extent permitted by Law, by the Debtors, the Reorganized Debtors, and the Estates, in each case on behalf of themselves and their respective successors, and their respective assigns and representatives and any and all other Persons that may purport to assert any Causes of Action derivatively, by or through the foregoing Persons, from any and all Claims and Causes of Action (including any derivative claims, asserted or assertable on behalf of the Debtors, the Reorganized Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that the Debtors, the Reorganized Debtors, the Estates, or their respective Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person (collectively, the "*Debtor Released Claims*"), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the Debtors' capital structure, management, ownership, or operation thereof or otherwise), the Reorganized Debtors, or their Estates, the 2023 Refinancing, the 2025 Refinancing, the 2026 Financings, and any related documents, instruments, and agreements, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan (including related to the Prepetition Funded Debt, the DIP Facilities, and the Postpetition Securitization Program), the business or contractual arrangements between or among any Debtor and any Released Party, the ownership and/or operation of the Debtors by any Released Party or the distribution of any Cash or other property of the Debtors to any Released Party, the assertion or enforcement of rights or remedies against the Debtors, the Debtors' in- or out-of-court restructuring and recapitalization efforts, intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or Affiliate of a Debtor, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the documents in the Plan Supplement, the Disclosure Statement, the DIP Orders and the other DIP Documents, the Postpetition Securitization Program Documents, this Plan, and related agreements, instruments, and other documents, and the negotiation, formulation, preparation, dissemination, Filing, pursuit of Consummation, or implementation thereof, the solicitation

[3] The Debtor release remains subject to the ongoing Super Holdco Investigation.

of votes with respect to this Plan, the distribution of property under this Plan, or any other act or omission; *provided*, that the foregoing "*Debtor Release*" shall not operate to waive or release, and the "*Debtor Released Claims*" shall not include, any Cause of Action of any Debtor or Reorganized Debtor or its Estate: (i) against a Released Party arising from any obligations owed to the Debtors or Reorganized Debtors pursuant to an Executory Contract or Unexpired Lease that is not otherwise rejected by the Debtors pursuant to section 365 of the Bankruptcy Code before, after, or as of the Effective Date; (ii) expressly set forth in and preserved by this Plan or related documents; (iii) that is of a commercial nature arising in the ordinary course of business, such as accounts receivable and accounts payable on account of goods being sold and services being performed; (iv) against a Holder of a Disputed Claim to the extent necessary to administer and resolve such Disputed Claim solely in accordance with this Plan; (v) against a Released Party arising from an act or omission by that Released Party that is judicially determined by a Final Order of a court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct; or (vi) the Retained Causes of Action. Notwithstanding anything to the contrary in the foregoing, the "*Debtor Release*" set forth above does not waive or release any post-Effective Date obligations of any Entity under this Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed in connection with this Plan or the implementation thereof with respect to the Debtors, the Reorganized Debtors, or the Estates.

(b) Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) an integrated and global good faith compromise and settlement that is non-severable from the provisions of this Plan; (2) in exchange for the good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing this Plan; (3) a good-faith settlement and compromise of the Claims released by the Debtors; (4) in the best interests of the Debtors and all Holders of Claims and Interests; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any of the Debtors, the Debtors' Estates, or the Reorganized Debtors asserting any Claim or Cause of Action released pursuant to the Debtor Release. Entry of the Combined Order will permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this Debtor Release.

(c) *Third-Party Release by Holders of Claims and Interests*. Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code and Bankruptcy Rule 9019 and in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, effective as of the Effective Date except for the rights that remain in effect from and after the Effective Date to enforce this Plan, and the obligations contemplated by this Plan and the documents in the Plan Supplement, or as otherwise provided in any order of the Bankruptcy Court, on and after the Effective Date, the Released Parties will be deemed conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged, to the maximum extent permitted by Law, by the Releasing Parties, in each case from any and all Claims and Causes of Action whatsoever (including any derivative claims, asserted

or assertable on behalf of the Debtors, the Reorganized Debtors, or the Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, asserted or unasserted, accrued or unaccrued, existing or hereinafter arising, whether in Law or equity, whether sounding in tort or contract, whether arising under federal or state statutory or common Law, or any other applicable international, foreign, or domestic Law, rule, statute, regulation, treaty, right, duty, requirement or otherwise, that such Releasing Parties or their Estates, affiliates, heirs, executors, administrators, successors, assigns, managers, accountants, attorneys, representatives, consultants, agents, and any other Persons claiming under or through them would have been legally entitled to assert or on behalf of or in a derivative capacity by or through the Releasing Party (collectively, the "*Third-Party Released Claims*"), based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the Debtors' capital structure, management, ownership, or operation thereof or otherwise), the Reorganized Debtors, or their Estates, the 2023 Refinancing, the 2025 Refinancing, the 2026 Financings, and any related documents, instruments, and agreements, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in this Plan (including related to the Prepetition Funded Debt, the DIP Facilities, and the Postpetition Securitization Program), the business or contractual arrangements between or among any Debtor and any Released Party, the ownership and/or operation of the Debtors by any Released Party or the distribution of any Cash or other property of the Debtors to any Released Party, the assertion or enforcement of rights or remedies against the Debtors, the Debtors' in- or out-of-court restructuring and recapitalization efforts, intercompany transactions between or among a Debtor or an Affiliate of a Debtor and another Debtor or Affiliate of a Debtor, the restructuring of any Claim or Interest before or during the Chapter 11 Cases, the documents in the Plan Supplement, the Disclosure Statement, the DIP Orders and the other DIP Documents, the Postpetition Securitization Program Documents, this Plan, and related agreements, instruments, and other documents, and the negotiation, formulation, preparation, dissemination, Filing, pursuit of Consummation, or implementation thereof, the solicitation of votes with respect to this Plan, the distribution of property under this Plan, or any other act or omission; *provided* that the foregoing Third-Party Release shall not operate to waive or release, and the "*Third-Party Released Claims*" shall not include, any Cause of Action of any Releasing Party: (1) against a Released Party arising from any obligations owed to the Releasing Party that are wholly unrelated to the Debtors or the Reorganized Debtors; (2) against a Released Party arising from any obligations owed to the Releasing Parties pursuant to an Executory Contract or Unexpired Lease that has been or is assumed or assumed and assigned; (3) that is of a commercial nature arising in the ordinary course of business, including any statutory and/or mechanic's liens held by Holders of Claims against a Debtor or accounts receivable and accounts payable on account of goods being sold and services being performed; (4) expressly set forth in and preserved by this Plan or related documents; or (5) against a Released Party arising from an act or omission of that Released Party that is judicially determined by a Final Order of a court of competent jurisdiction to have constituted actual fraud, gross negligence, or willful misconduct. Notwithstanding anything to the contrary in the foregoing, the "*Third-Party Release*" set forth above does not release any post-Effective Date obligations of any Entity under this Plan or any document,

instrument or agreement (including those set forth in the Plan Supplement) executed in connection with this Plan or the implementation thereof.

(d) Entry of the Combined Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) an integrated and global good faith compromise and settlement that is non-severable from the provisions of this Plan; (2) consensual; (3) given and made after due notice and opportunity for hearing; (4) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third-Party Release; (5) in exchange for good and valuable consideration provided by each of the Released Parties, including the Released Parties' substantial contributions to facilitating the Restructuring Transactions and implementing this Plan; (6) fair, equitable, and reasonable; (7) in the best interests of the Debtors and their Estates; and (8) essential to the Confirmation of this Plan.

10.3 ***Waiver of Statutory Limitations on Releases***

Each of the Releasing Parties in each of the Releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims that the Releasing Party does not know or suspect to exist in its favor, which, if known by it, may have materially affected its settlement with the party released, it has carefully considered and taken into account in determining to enter into the above Releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of Law that provides that a release does not extend to claims that the claimant does not know or suspect to exist in its favor at the time of providing the release, which, if known by it, may have materially affected its settlement with the released party. The Releases contained in this Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

10.4 ***Discharge of Claims and Interests***

(a) To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan (including Article 5.4, Article 5.5, and Article 5.6) or the Combined Order, effective as of the Effective Date, all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims, Interests and Causes of Action of any kind or nature whatsoever against the Debtors or any of their respective assets or properties, including any interest accrued on such Claims or Interests from and after the Petition Date, and regardless of whether any property shall have been distributed or retained pursuant to this Plan on account of such Claims, Interests or Causes of Action, including demands, liabilities, and Causes of Action that arose before the Confirmation Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (a) a Proof of Claim or Interest based upon such debt, right, or Interest is

Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (c) the Holder of such a Claim or Interest has accepted this Plan. Upon the Effective Date, all such Claims and Interests shall be satisfied, discharged, and released in full, and each Debtor's liability with respect thereto shall be extinguished completely without further notice or action, and all Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, each of their respective successors and assigns, and each of their respective assets and properties, any such Claims or Interests, whether based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

(b) Except as otherwise expressly provided by this Plan (including Article 5.4, Article 5.5, and Article 5.6) or the Combined Order, upon the Effective Date, the Debtors and their Estates shall be deemed discharged and released under and to the fullest extent provided under sections 524 and 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims of any kind or nature whatsoever, including demands and liabilities that arose before Confirmation, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Such discharge shall void any judgment obtained against the Debtors or the Reorganized Debtors at any time, to the extent that such judgment relates to a discharged Claim. Any default or "event of default" by the Debtors or their Affiliates with respect to any Claim or Interest that existed immediately prior to or on account of the Filing of the Chapter 11 Cases shall be deemed cured (and no longer continuing) as of the Effective Date. The Combined Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

10.5 ***Exculpation***

To the fullest extent permitted by applicable Law, and without affecting or limiting the Releases set forth in Article 10.2(a) or Article 10.2(c), effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Person for any claims, Causes of Action or for any act taken or omitted to be taken on or after the Petition Date and prior to or on the Effective Date in connection with or arising out of: the administration of the Chapter 11 Cases, commencement of the Chapter 11 Cases, pursuit of Confirmation and Consummation of this Plan, making distributions, the formulation, preparation, dissemination, negotiation, or Filing of the Disclosure Statement, this Plan, the Plan Supplement, or any contract, instrument, release, or other agreement or document created or entered into in connection therewith, or the solicitation of votes for, or Confirmation of, this Plan; the occurrence of the Effective Date; the administration of this Plan or the property to be distributed under this Plan; the issuance of securities under or in connection with this Plan; the purchase, sale, or rescission of the purchase or sale of any asset or security of the Debtors; or the transactions in furtherance of any of the foregoing; *provided*, *however*, that none of the foregoing provisions shall operate to waive or release (i) any Claims or Causes of Action arising out of or related to any act or omission of an Exculpated Party that constitutes intentional fraud, criminal conduct, or willful misconduct, as determined by a Final Order, and (ii) the Exculpated Parties' rights and obligations arising on or after the Effective Date under this Plan, the Plan Supplement Documents, and the Combined Order, but in all respects such Persons will be entitled to reasonably rely upon the advice of counsel

with respect to their duties and responsibilities pursuant to this Plan. The Exculpated Parties have acted in compliance with the applicable provisions of the Bankruptcy Code with regard to the solicitation of votes on this Plan and, therefore, are not, and will not be, liable at any time for the violation of any applicable Law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or distributions made pursuant to this Plan. The Exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations, and any other applicable Law or rules protecting such Exculpated Parties from liability.

10.6 ***Permanent Injunction***

(a) The Combined Order shall permanently enjoin the commencement or prosecution by any Person, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released pursuant to this Plan, including the Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in this Plan or the Combined Order.

(b) No Person may commence or pursue a Claim or Cause of Action of any kind against the Exculpated Parties or the Released Parties that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action related to the Chapter 11 Cases prior to the Effective Date, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, this Plan, the Plan Supplement, or any transaction related to the Restructuring Transactions, any contract, instrument, release, or other agreement or document created or entered into before or during the Chapter 11 Cases in connection with the Restructuring Transactions, any preference, fraudulent transfer, or other avoidance claim arising pursuant to chapter 5 of the Bankruptcy Code or other applicable Law, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of this Plan, including the issuance of Plan Securities pursuant to this Plan, or the distribution of property under this Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing, without regard to whether such Person is a Releasing Party, without the Bankruptcy Court (a) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim of any kind and (b) specifically authorizing such Person to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party. The Bankruptcy Court will have sole and exclusive jurisdiction to adjudicate the underlying colorable Claim or Causes of Action. At the hearing for the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, or other party in interest requests by motion (oral motion being sufficient), direct that such Person seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including rule 8 and rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. For the avoidance of doubt, any party that obtains such determination and

authorization and subsequently wishes to amend the authorized complaint or petition to add any Claims or Causes of Action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such Claims to the maximum extent provided by Law.

10.7 ***Protection of Government Claims***

Nothing in the Combined Order or this Plan shall effect a release of any claim by the United States Government or any of its agencies, or any state and local authority, including any claim arising under the Internal Revenue Code, the environmental Laws or any criminal Laws of the United States against any party or person, nor shall anything in the Combined Order or this Plan enjoin the United States or any state and local authority from bringing any claim, suit, action, or other proceedings against any party or person for any liability of such persons whatsoever, including any claim, suit or action arising under the Internal Revenue Code, the environmental Laws or any criminal Laws of the United States against such persons, nor shall anything in the Combined Order or this Plan exculpate any party or person from any liability to the United States Government or any of its agencies, or any state and local authority, including any liabilities arising under the Internal Revenue Code, the environmental Laws or any criminal Laws of the United States against any party or person.

10.8 ***Binding Nature of Plan***

NOTWITHSTANDING ANY BANKRUPTCY RULE PROVIDING FOR A STAY OF THE COMBINED ORDER OR THIS PLAN, INCLUDING BANKRUPTCY RULES 3020(e), 6004(h), 6006(d), 7062, OR OTHERWISE, ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THIS PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS, INCLUDING ALL PARTIES TO THE RESTRUCTURING SUPPORT AGREEMENT, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES, RELEASES, EXCULPATIONS, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THIS PLAN, EACH PERSON AND ENTITY ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON (A) SHALL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THIS PLAN, (B) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES, OR (C) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THIS PLAN.

10.9 ***Protection Against Discriminatory Treatment***

To the extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Persons and Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend or refuse to renew a license, permit, charter, franchise or other similar grant to, condition such a grant to, discriminate with respect to such a grant, against the Reorganized Debtors, or another Person with whom the Reorganized Debtors have been associated, solely because any Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge) or has not paid a debt that is dischargeable in the Chapter 11 Cases.

10.10 ***Recoupment***

In no event shall any Holder of a Claim be entitled to recoup such Claim against any Claim, right, or Cause of Action of the Debtors or the Reorganized Debtors, as applicable, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before Confirmation, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

10.11 ***Integral Part of Plan***

Each of the provisions set forth in this Plan with respect to the settlement, release, discharge, exculpation, injunction, indemnification and insurance of, for or with respect to Claims and/or Causes of Action is an integral part of this Plan and essential to its implementation. Accordingly, each Entity that is a beneficiary of such provision shall have the right to independently seek to enforce such provision and such provision may not be amended, modified, or waived after the Effective Date without the prior written consent of such beneficiary.

ARTICLE XI.

RETENTION OF JURISDICTION

(a) Pursuant to sections 105 and 1142 of the Bankruptcy Code and notwithstanding the entry of the Combined Order and the occurrence of the Effective Date, the Bankruptcy Court shall, on and after the Effective Date, retain exclusive jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters arising out of or related to the Chapter 11 Cases, the Debtors and this Plan as legally permissible, including jurisdiction to:

(i) allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of any such Claim or Interest;

(ii) grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or this Plan, for periods ending on or before the Effective Date; *provided* that, from and after the Effective Date, the Reorganized Debtors shall pay Professionals in the ordinary course of business

for any work performed after the Effective Date and such payment shall not be subject to the approval of the Bankruptcy Court;

(iii) resolve any matters related to the assumption, assignment or rejection of any Executory Contract or Unexpired Lease and to adjudicate and, if necessary, liquidate, any Claims arising therefrom, including those matters related to any amendment to this Plan after the Effective Date to add Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed or rejected (as applicable);

(iv) resolve any issues related to any matters adjudicated in the Chapter 11 Cases;

(v) ensure that distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan;

(vi) decide or resolve any motions, adversary proceedings, contested or litigated matters and any other Causes of Action that are pending as of the Effective Date or that may be commenced in the future, and grant or deny any applications involving the Debtors that may be pending on the Effective Date or instituted by the Reorganized Debtors after the Effective Date; *provided* that the Reorganized Debtors shall reserve the right to commence actions in all appropriate forums and jurisdictions;

(vii) enter such orders as may be necessary or appropriate to implement or consummate the provisions of this Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with this Plan or the Plan Supplement;

(viii) resolve any cases, controversies, suits or disputes that may arise in connection with the Consummation, interpretation or enforcement of this Plan or any Person's or Entity's obligations incurred in connection with this Plan;

(ix) hear and determine all Causes of Action that are pending as of the Effective Date or that may be commenced in the future;

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

(xi) grant any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code;

(xii) hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

(xiii) issue injunctions and enforce them, 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 this Plan;

(xiv) enforce the terms and conditions of this Plan, the Combined Order, and the Plan Supplement Documents;

(xv) hear and determine matters concerning securities Law exemptions under section 1145 of the Bankruptcy Code;

(xvi) resolve any cases, controversies, suits or disputes with respect to the Release, Exculpation, discharge, injunctions, indemnification and other provisions contained in Article 10 and enter such orders or take such other actions as may be necessary or appropriate to implement or enforce all such provisions;

(xvii) hear and determine any disputes arising under or relating to the Equity Rights Offering, the Equity Rights Offering Documents, and the Equity Rights Offering Backstop Purchase Agreements;

(xviii) hear and determine all Causes of Action;

(xix) enter and implement such orders or take such other actions as may be necessary or appropriate if the Combined Order is modified, stayed, reversed, revoked or vacated;

(xx) resolve any other matters that may arise in connection with or relate to this Plan, the Disclosure Statement, or the Combined Order;

(xxi) enter an order or final decree concluding or closing the Chapter 11 Cases;

(xxii) enforce all orders previously entered by the Bankruptcy Court; and

(xxiii) hear any other matter not inconsistent with the Bankruptcy Code.

(b) Notwithstanding the foregoing, (a) any dispute arising under or in connection with the Exit Term Loan Facility, the Exit RCF Facility, the Exit Securitization Program, and the New Corporate Governance Documents shall be dealt with in accordance with the provisions of the applicable document and (b) if the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising in, arising under, or related to the Chapter 11 Cases, including the matters set forth in this Article 11, the provisions of this Article 11 shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having jurisdiction with respect to such matter.

ARTICLE XII.

MISCELLANEOUS PROVISIONS

12.1 ***Substantial Consummation***

"***Substantial Consummation***" of this Plan, as defined in 11 U.S.C. § 1101, shall be deemed to occur on the Effective Date.

12.2 ***Post-Effective Date Fees and Expenses***

The Reorganized Debtors shall pay the liabilities and charges that they incur on or after the Effective Date for Professionals' fees, disbursements, expenses, or related support services (including reasonable fees, costs and expenses incurred by Professionals relating to the preparation of interim and final fee applications and obtaining Bankruptcy Court approval thereof) in the ordinary course of business and without application or notice to, or order of, the Bankruptcy Court, including the reasonable fees, expenses, and disbursements of the Distribution Agents and the fees, costs and expenses incurred by Professionals in connection with the implementation, enforcement and Consummation of this Plan and the Plan Supplement Documents.

12.3 ***Conflicts***

In the event that a provision of the Plan Supplement Documents or the Disclosure Statement (including any and all exhibits and attachments thereto) conflicts with a provision of this Plan or the Combined Order, the provision of this Plan and the Combined Order (as applicable) shall govern and control to the extent of such conflict. In the event that a provision of this Plan conflicts with a provision of the Combined Order, the provision of the Combined Order shall govern and control to the extent of such conflict.

12.4 ***Modification of Plan***

Effective as of the date hereof and subject to the limitations and rights contained in this Plan and the consent rights contained in the Restructuring Support Agreement (including the exhibits thereto): (a) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan prior to the entry of the Combined Order in accordance with section 1127(a) of the Bankruptcy Code; and (b) after the entry of the Combined Order, the Debtors or the Reorganized Debtors, as applicable, may, upon order of the Bankruptcy Court, amend or modify this Plan in accordance with section 1127(b) of the Bankruptcy Code or to remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan. A Holder of a Claim that has accepted this Plan shall be deemed to have accepted this Plan, as altered, amended or modified, if the proposed alteration, amendment or modification does not materially and adversely change the treatment of the Claim of such Holder.

12.5 ***Effect of Confirmation on Modifications***

Entry of the Combined Order shall constitute (a) approval of all modifications to this Plan occurring after the solicitation of votes thereon pursuant to section 1127(a) of the Bankruptcy Code; and (b) a finding that such modifications to this Plan do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

12.6 ***Revocation or Withdrawal of Plan***

Subject to the consent rights of the parties to the Restructuring Support Agreement set forth in the Restructuring Support Agreement (including the exhibits thereto), the Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date with respect to any or all Debtors and to file subsequent chapter 11 plans. If the Debtors revoke or withdraw this Plan, or if

Confirmation or the Effective Date does not occur, with respect to one or more of the Debtors, then with respect to such applicable Debtor or Debtors: (a) this Plan will be null and void in all respects; (b) any settlement or compromise embodied in this Plan, assumption or rejection of Executory Contracts or Unexpired Leases effectuated by this Plan, and any document or agreement executed pursuant hereto will be null and void in all respects; and (c) nothing contained in this Plan shall (i) constitute a waiver or release of any Claims, Interests, or Causes of Action by any Entity, (ii) prejudice in any manner the rights of any Debtor or any other Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity.

12.7 ***Reservation of Rights***

Except as expressly set forth herein, this Plan shall have no force or effect unless and until the Bankruptcy Court enters the Combined Order and this Plan is Consummated. Neither the filing of this Plan, any statement or provision contained herein, nor the taking of any action by the Debtors or any other Entity with respect to this Plan shall be or shall be deemed to be an admission or waiver of any rights of: (a) the Debtors with respect to the Holders of Claims or Interests or any other Entity; or (b) any Holder of a Claim or an Interest or other Entity prior to the Effective Date.

12.8 ***Further Assurances***

The Debtors or the Reorganized Debtors, as applicable, all Holders of Claims receiving distributions hereunder and all other Entities shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan or the Combined Order.

12.9 ***Severability***

If, prior to Confirmation, any term or provision of this Plan is determined by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Combined Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

12.10 ***Service of Documents***

Any notice, direction or other communication given regarding the matters contemplated by this Plan (each, a "***Notice***") must be in writing, sent by personal delivery, electronic mail, courier or facsimile and addressed as follows:

If to the Debtors:

Trinseo PLC c/o Trinseo LLC
Legal Department
440 E. Swedesford Road, Suite 301
Wayne, PA 19087
Attn: Angelo N. Chaclas
Email: Chaclas@Trinseo.com

with a copy (which shall not constitute notice) to:

Ray C. Schrock
Ryan Preston Dahl
George Klidonas
Jonathan J. Weichselbaum
1271 Avenue of the Americas
New York, NY 10020
Telephone: (212) 906-1200
Email: ray.schrock@lw.com
ryan.dahl@lw.com
george.klidonas@lw.com
jon.weichselbaum@lw.com

– and –

Benjamin M. Rhode
330 N. Wabash Avenue
Suite No. 2800
Chicago, IL 60611
Telephone: (312) 876-7700
Email: benjamin.rhode@lw.com

If to the Ad Hoc Group of Senior Secured Creditors:

Paul Hastings LLP
200 Park Avenue
New York, NY 10166
Attn: Kris Hansen
Chris Guhin
Allison Miller
Jason Pierce
Email: krishansen@paulhastings.com
chrisguhin@paulhastings.com
allisonmiller@paulhastings.com
jasonpierce@paulhastings.com

If to the OpCo 2028 Ad Hoc Group:

Gibson Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
Attn: Stephen D. Silverman;
Keith R. Martorana; and
Jonathan M. Dunworth
Email: SSilverman@gibsondunn.com
KMartorana@gibsondunn.com
JDunworth@gibsondunn.com

If to the Postpetition Securitization Program Lenders:

Orrick Herrington & Sutcliffe LLP
51 W. 52nd Street
New York, NY 10019
Attn: Robert Trust
Email: rtrust@orrick.com

– and –

Reed Smith LLP
599 Lexington Ave.
New York, NY 10022
Attn: Nicholas Vislocky
Email: nvislocky@reedsmith.com

A Notice is deemed to be given and received (a) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, or (b) if sent by electronic mail, when transmitted by the sender. Any party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any element of a party's address that is not specifically changed in a Notice shall be assumed not to be changed. Sending a copy of a Notice to the Debtors' or Reorganized Debtors' legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that party.

12.11 ***Exemption from Certain Taxes and Fees***

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers (whether from a Debtor to a Reorganized Debtor or to any other Person) of property under, in contemplation of, or in connection with, this Plan (including the Restructuring Transactions) or pursuant to: (a) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Reorganized Debtors; (b) 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; (c) the making, assignment, or recording of any lease or sublease; (d) the grant of collateral as security for any or

all of the Exit Term Loan Facility, the Exit RCF Facility, the Exit Securitization Program, or any other debt instrument; or (e) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, this Plan, including any deeds, bills of sale, assignments, or other instruments of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to this Plan (including the Restructuring Transactions), shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales or use tax, or other similar tax or governmental assessment. The Combined Order shall direct all appropriate state or local governmental officials, agents, or filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, to comply with the requirements of section 1146(a) of the Bankruptcy Code, forego the collection of any such tax or governmental assessment, and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment.

12.12 ***Governing Law***

Except to the extent that the Bankruptcy Code, the Bankruptcy Rules or other federal law is applicable, or to the extent that a Plan Supplement Document or an exhibit or schedule to this Plan provides otherwise, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of New York, without giving effect to the principles of conflicts of law of such jurisdiction.

12.13 ***Tax Reporting and Compliance***

The Reorganized Debtors are authorized, on behalf of the Debtors, to request an expedited determination under section 505(b) of the Bankruptcy Code of the tax liability of the Debtors for all taxable periods ending after the Petition Date through and including the Effective Date.

12.14 ***Entire Agreement***

Except as otherwise provided herein or therein, this Plan and the Plan Supplement Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan and the Plan Supplement Documents.

12.15 ***Closing of Chapter 11 Cases***

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

12.16 ***2002 Notice Parties***

After the Effective Date, the Debtors and the Reorganized Debtors, as applicable, are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to

those Entities that have Filed a renewed request after the Combined Hearing to receive documents pursuant to Bankruptcy Rule 2002.

12.17 ***Default by a Holder of a Claim or Interest***

An act or omission by a Holder of a Claim or an Interest in contravention of the provisions of this Plan shall be deemed an event of default under this Plan. Upon an event of default, the Reorganized Debtors may seek to hold the defaulting party in contempt of the Combined Order and may be entitled to reasonable attorneys' fees and costs of the Reorganized Debtors in remedying such default. Upon the finding of such a default by a Holder of a Claim or Interest, the Bankruptcy Court may: (a) designate a party to appear, sign, and/or accept the documents required under this Plan on behalf of the defaulting party, in accordance with Bankruptcy Rule 7070; (b) enforce this Plan by order of specific performance; (c) award judgment against such defaulting Holder of a Claim or Interest in favor of the Reorganized Debtor in an amount, including interest, to compensate the Reorganized Debtors for the damages caused by such default; and (d) make such other order as may be equitable that does not materially alter the terms of this Plan.

12.18 ***Deemed Acts***

Subject to and conditioned on the occurrence of the Effective Date, whenever an act or event is expressed under this Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred without any further act by any party, by virtue of this Plan and the Combined Order.

[*Remainder of page intentionally left blank*]

Dated: May 25, 2026

Respectfully submitted,

TRINSEO PLC AND ITS DEBTOR AFFILIATES

By: */s/ Alan Boyko*
Title: Chief Restructuring Officer