IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
LUCKY BUCKS, LLC, *et al.*,[1]	)	Case No. 23-_____ ()
Debtors.	)	(Joint Administration Requested)

DECLARATION OF JAMES BOYDEN IN SUPPORT OF
DEBTORS' CHAPTER 11 PETITIONS AND FIRST DAY RELIEF

I, James Boyden, Director and Executive Vice President, Business Development of Lucky Bucks hereby declare under penalty of perjury:

BACKGROUND AND CASE OVERVIEW

1. The OpCo Debtors are among the largest Class B coin operated amusement machine ("COAM") operators based in the state of Georgia. Holdings is the non-operational parent of the OpCo Debtors. The OpCo Debtors are regulated and licensed by the Georgia Lottery Corporation ("GLC") and Lucky Bucks is considered a Master License Holder ("MLH") under Georgia law. The Lucky Bucks' Class B COAMs are games of skill, similar to slot or video poker machines, placed in businesses throughout the state of Georgia and made available to the public for play, which allow successful players to carry over points won on one play to a subsequent play or plays. Unlike other similar types of machines, however, the user's winnings are redeemed for non-cash merchandise or lottery tickets. In carrying out its operations, Lucky Bucks contracts

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

with owners of high traffic sites, such as convenience stores and gas stations (collectively, the "Location Owners"), to place up to nine (9) COAM devices owned by Lucky Bucks at each location subject to a contract (a "Location Contract"). The Location Owners must also hold a valid COAM license (a "Location License") issued by the GLC in order to have COAMs placed in their locations and made available to the public for play. As of May 31, 2023, Lucky Bucks had Location Contracts that covered approximately 345 locations throughout Georgia with approximately 2,300 COAMs in operation. Lucky Bucks generates all of its revenue from its COAM business.

2. Lucky Bucks was founded by Mr. Anil Damani. Since its inception and through 2021, the Company experienced strong growth, primarily through acquisitions of other MLHs and Location Contracts. The Company completed over ninety (90) acquisitions during the period from October 2016 to March 2023.

3. Prior to 2020, the OpCo Debtors' then ultimate parent company, Seven Aces Limited ("Seven Aces"), was a public company with shares listed on the Toronto Stock Exchange. In August 2020, an affiliate of Trive Capital ("Trive"), a private equity firm, acquired all of the outstanding equity of Seven Aces (other than shares held directly or indirectly by Mr. Manu Sekhri) and, as a result, obtained a controlling interest in Southern Star Gaming, which owned a 70% interest in Lucky Bucks Holdco at such time. Shortly thereafter, from mid-2021 to early 2022: (i) the OpCo Debtors entered into a senior secured credit facility in the aggregate amount of approximately $535 million,[2] consisting of a term loan facility and a revolver facility, and (ii) Holdings entered into an unsecured PIK note facility in the aggregate amount of $250 million. The terms of these financings are summarized below. Prior to incurring obligations under the

[2] As described below, the aggregate principal amount of the senior secured credit facility was upsized to $610 million in October 2021.

foregoing financings, the Company disclosed that all or a substantial portion of their proceeds would be used to fund distributions to the Company's equity holders. These distributions were paid contemporaneously with the incurrence of these obligations and were expressly permitted by the applicable financing documents.[3]

4. Pursuant to applicable regulations, the split of winnings from COAMs is allocated among the Location Owner, the MLH and the GLC by statute and is not subject to negotiation: the Location Owner receives 45% of the "Net Hold" or "Win", the GLC receives 10%, and the operator (or MLH), here Lucky Bucks, receives the remaining 45%. Pursuant to the Location Contracts, the Company's chief responsibility is the provision and maintenance of the COAM machines. The Location Owner collects all amounts placed into the machines, forwards the share intended for the GLC and the MLHs to the GLC (which then distributes the MLHs' share to them), and ensures compliance with all applicable regulations. Such compliance includes, for example, that tickets are not exchanged for cash and that the Location Owner complies with the 50 Percent Rule (defined below). Other than the statutory revenue split, the MLH cannot provide the Location Owner with anything of value in exchange for facilitating the placement of COAMs, commonly referred to as an "inducement".

5. While the Company historically enjoyed strong economic growth, numerous macro-economic challenges in 2022 began to significantly impact its business and financial performance. In particular, rising interest rates, an end to federal stimulus programs implemented in response to the COVID-19 epidemic, and historic inflation negatively affected the discretionary income of COAM customers and the associated demand for COAM gaming. Lucky Bucks was

[3] These distributions are the subject of a proposed settlement agreement between Holdings and the Potential Defendant Parties, which is the subject of Holdings' *Motion for Entry of Order Pursuant to Bankruptcy Code Section 105(a) and Bankruptcy Rule 9019 Authorizing and Approving Compromise and Settlement of Claims* (the "Settlement Motion") being filed contemporaneously herewith.

particularly impacted by the sharp rise in the interest rates because of the floating interest rate under the Prepetition OpCo First Lien Credit Agreement (defined below).

6. Lucky Bucks and other MLHs were also adversely impacted by increased regulatory enforcement within the COAM industry. In particular, the GLC began to more rigorously enforce the requirements that Location Owners may not derive more than 50% of their total gross monthly retail receipts from COAM machines (the "50 Percent Rule") and the prohibition of cash redemptions. Although the Location Owners, rather than Lucky Bucks, were responsible for these violations, the suspension or revocation of Location Licenses by the GLC resulted in the removal of approximately 360 of Lucky Bucks' COAMs during 2022 and approximately 65 year-to-date as of May 31, 2023. Such increased enforcement adversely impacted all of the MLHs in the industry, including Lucky Bucks.

7. The confluence of macroeconomic challenges and regulatory enforcement created a "perfect storm" in 2022 that resulted in a sharp decline in Lucky Bucks' COAM revenue. Moreover, as the Company's competitors were experiencing the same problems, increased competition for Location Contracts ensued, which led to predatory behavior by smaller MLHs, such as "inducement," whereby MLHs offer compensation to Location Owners to incentivize them to terminate existing contracts with their competitors. Such inducements have led to significant "churn" among the Location Contracts, with certain MLHs offering Location Owners an ever-increasing economic incentive to switch between MLHs. This behavior further exacerbated negative operating trends experienced by larger market participants, including Lucky Bucks.

8. In an effort to counter the negative effects of its competitors' predatory conduct, the Company has been at the forefront of legislative efforts in Georgia to amend the COAM regulations to curtail illegal practices and deter bad actors. Most recently, the Company advocated

for legislation that enhances the GLC's ability to police the industry by, among other things: (i) implementing a uniform contract structure and (ii) extending the nine-month moratorium on Location Owners' right to operate a COAM machine from a new MLH following removal of the predecessor MLH's machines (the "Nine Month Rule"). While this legislation was pending before the Georgia state assembly in its last session, it ultimately was not adopted in the most recent session of the Georgia state assembly.

9. While the Company will continue to pursue legislative reform to protect MLHs from inappropriate competitor conduct and stabilize the COAM industry, overall market conditions, increased regulatory enforcement, and diminished customer spending have rendered its current debt structure unsustainable. As a result of business closures/license cancellations, non-renewal of location licenses, and enforcement of the 50 Percent Rule, Lucky Bucks' machine count continued to deteriorate and declined from approximately 2,800 as of December 31, 2022, to approximately 2,300 as of May 31, 2023. Macroeconomic factors also decreased consumer spending, resulting in a 11% year-over-year decrease in the Company's weighted average win per unit per day ("WPUD") by the end of 2022. The combination of the challenging market dynamics, increased regulatory enforcement, and declining customer spending caused Lucky Bucks' revenue decline by approximately 3% and adjusted EBITDA decline by approximately 5% in 2022 as compared to 2021.

10. Recognizing the significant weakening of its business model, and with looming interest and amortization payments due in early 2023, as well as a sharp decline in contract renewal rates, the Company engaged restructuring advisors. The Company's advisors immediately began to identify steps to address the Company's near-term liquidity issues and, with input from the

Company, construct a business plan and financial projections to develop transaction proposals and engage with creditors.

11. As an initial step in this process, on February 6, 2023, Lucky Bucks entered into a short-term A/R Facility (as defined below) with an affiliate of Trive. The proceeds of the A/R Facility helped the OpCo Debtors satisfy a $14 million interest payment obligation under the TL Facility (as defined below) due on January 31, 2023, providing additional runway for the Company to pursue a restructuring process. Nonetheless, an additional amortization payment was due under the TL Facility, and an interest payment was due on the RC Facility (as defined below), each on March 31, 2023.

12. The Company began to actively engage with its main creditor constituencies and Trive. The Company entered into nondisclosure agreements (each, an "NDA"), shared substantial diligence, and presented its business plan to advisors to each of (i) an ad hoc group (the "Ad Hoc PIK Noteholder Group") of holders of Holdings PIK Notes (as defined below), and (ii) an ad hoc group of lenders under the TL Facility (the "TL Ad Hoc Group"). Subsequently, the Company entered into NDAs, first with advisors to the Ad Hoc PIK Noteholder Group and the TL Ad Hoc Group, and subsequently with principals from each group, and commenced negotiations of both short-term and long-term restructuring solutions.

13. Following multiple rounds of negotiations, the OpCo Debtors were able to reach temporary agreements with: (i) the TL Ad Hoc Group, for deferral of the March 31, 2023 amortization payment (the "Third Amendment"), which was agreed to by 100% of the lenders under the TL Facility, and (ii) an ad hoc group of lenders under the RC Facility (the "RC Ad Hoc Group" and together with the TL Ad Hoc Group, the "Ad Hoc Groups"), which was agreed to by 100% of the lenders under the RC Facility, for a deferral of the March 31, 2023 interest payment

(the "Fourth Amendment"). In addition to the amortization payment deferral, in connection with the Third Amendment, the OpCo Debtors agreed to: (i) pursue third-party equity financing and/or a sale of the OpCo Debtors to be executed through a chapter 11 process in accordance with certain milestones; and (ii) amend the Prepetition OpCo First Lien Credit Facility to remove the ability of the OpCo Debtors to, among other things, effectuate certain types of transactions or use certain baskets under the Prepetition OpCo First Lien Credit Facility.

14. On March 31, 2023, Lucky Bucks also entered into the Second A/R Facility (as defined below) with an affiliate of Trive. The proceeds of this Second A/R Facility were initially funded to help the OpCo Debtors make any required amortization and/or interest payments under the TL Facility and the RC Facility, but given the amendments noted above, such proceeds were subsequently used for general corporate purposes, and repaid shortly thereafter pursuant to its terms.

15. Following the entry into the Third and Fourth Amendments, the Company continued to provide diligence while attempting to negotiate the terms of a comprehensive restructuring. The Company and its advisors also worked on organizing and commencing the sale process. Further interest payments under the TL Facility and the RC Facility were due on April 28, 2023, however, and the OpCo Debtors subsequently entered into additional amendments with the lenders under the Prepetition OpCo First Lien Credit Facility on April 29, 2024 (the "Fifth Amendment"), May 5, 2023 ("Sixth Amendment") and May 15, 2023 (the "Seventh Amendment"). On May 17, 2023, lenders under the TL Facility and the RC Facility entered into an additional amendment (the "Eighth Amendment"), which further extended obligations under the Prepetition OpCo First Lien Credit Facility through May 22, 2023, with certain milestones to ensure that lenders under the Prepetition OpCo First Lien Credit Facility were sufficiently satisfied

that a consensual process was progressing. After further negotiations, four additional amendments (the "Ninth Amendment", "Tenth Amendment", "Eleventh Amendment" and "Twelfth Amendment") were entered into on similar grounds.

16. In an effort to facilitate ongoing discussions with its other creditor constituency, on May 25, 2023, Holdings entered into a forbearance agreement with the Ad Hoc PIK Noteholder Group, pursuant to which the holders of Holdings PIK Notes agreed to forbearance from exercising any remedies under eth Note Purchase Agreement through June 15, 2023. While the negotiations with the Ad Hoc PIK Noteholder Group have not yielded an agreement to date, negotiations remain ongoing.

17. Ultimately, on June 8, 2023, following substantial good faith, arm's length, and hard-fought negotiations, the Company entered into the Restructuring Support Agreement, including the Supplemental Implementation Term Sheet annexed thereto (the "Restructuring Support Agreement")[4] with the Consenting Parties, whom, as of the Petition Date, constituted 86% of the holders of Prepetition OpCo First Lien Claims. The Restructuring Support Agreement is attached as Exhibit A hereto.

18. The Company's entry into the Restructuring Support Agreement is a substantial achievement and represents a significant milestone in its restructuring efforts. The proposed transaction embodied in the Restructuring Support Agreement will position the OpCo Debtors for long-term success by significantly de-leveraging their balance sheet and enhancing their liquidity to allow for sustained growth. Moreover, the widespread creditor support positions the OpCo Debtors for a quick emergence from chapter 11 with minimal disruption to their business operations. In particular, the Restructuring Support Agreement allows for immediate payment in

[4] Capitalized terms not defined herein have the meanings ascribed to them in the Restructuring Support Agreement.

full of all of the OpCo Debtors' General Unsecured Claims, subject to this Court's approval,[5] and enjoys the support of the Company's management team and equity sponsors.

19. Upon execution of the Restructuring Support Agreement, the Company proceeded to commence solicitation of acceptances for the OpCo Plan and the Holdings Plan (each as defined below) and commenced these Chapter 11 Cases. In accordance with the Restructuring Support Agreement, the Debtors have filed a number of "first day" motions and applications with the Court, which are described below:

1. The Chapter 11 Plan

20. The Debtors' chapter 11 plan (the "Plan") comprises (i) a prepackaged, pre-solicited plan of reorganization for the OpCo Debtors (the "OpCo Plan"), and (ii) a plan of liquidation for Holdings (the "Holdings Plan"). The OpCo Plan and the Holdings Plan are included in one document, which may be severed at the option of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) if the Court does not approve Holdings Settlement Motion (as defined below) and confirm the Holdings Plan by the earlier of (i) 10 weeks from the Petition Date, and (ii) the date all applicable regulatory approvals necessary for the effectiveness of the OpCo Plan are obtained (the "Severance Date").[6]

21. The OpCo Plan contemplates the simultaneous pursuit of (i) a stand-alone reorganization of the OpCo Debtors (a "Stand-Alone Restructuring Transaction") in which the

[5] The OpCo Debtors are filing contemporaneously herewith their *Motion for Entry of Interim and Final Orders (i) Authorizing the OpCo Debtors to Pay the OpCo General Unsecured Claims in the Ordinary Course of Business and (ii) Granting Related Relief* (the "OpCo GUC Motion"), as described further below, whereby the OpCo Debtors are seeking authority to pay all outstanding General Unsecured Claims against their Estates. To the extent that such OpCo GUC Motion is approved, the OpCo Debtors believe that few, if any, General Unsecured Claims against their Estates will exist on the OpCo Plan Effective Date.

[6] Subject to adjustment.

holders of Prepetition OpCo First Lien Claims shall receive, on account of such Prepetition OpCo First Lien Claims: (i) 100% of the New Reorganized OpCo Debtor Equity, subject to dilution for New Reorganized OpCo Debtor Equity issued in connection with (a) Lender Equity Allocation in connection with the OpCo Exit Facility (as defined below), (b) any New Reorganized OpCo Debtor Equity allocated to the Rolled Term Loans, if applicable, and (c) any MIP (including on account of any Emergence Awards), and (ii) an amount of Second-Out Priority Exit Term Loans equal to (x) total Second-Out Priority Exit Term Loan principal amount less (y) the amount required to refinance the Rolled Term Loans, and a (ii) a sale of all or substantially all of the OpCo Debtors' assets or the equity in the Reorganized OpCo Debtors pursuant to Bankruptcy Code section 363 (a "Sale Transaction").

22. Specifically, in a Stand-Alone Reorganization Transaction, the following terms shall apply: (i) on the OpCo Plan Effective Date, the Reorganized OpCo Debtors shall incur a new first lien term loan facility in the aggregate principal amount of up to $104.5 million (the "OpCo Exit Facility"), pursuant to certain agreed terms, consisting of two tranches of term loans (the "OpCo Exit Term Loans"); and (ii) up to to 8 to 10% of the value of New Reorganized OpCo Debtor Equity, as of the OpCo Plan Effective Date, on a fully diluted basis, shall be issuable in connection with the MIP, the terms and conditions of which shall be determined by the New Board. Prior to the OpCo Plan Effective Date, the Required Consenting Lenders may allocate a portion of the MIP as emergence grants to recruit individuals selected to serve in key senior management positions after the OpCo Plan Effective Date.

23. Regarding a Sale Transaction, in accordance with the Restructuring Support Agreement, and in consultation with the Consenting Lenders, the OpCo Debtors have commenced a marketing process. In connection therewith, the Restructuring Support Agreement includes

terms related to the potential sale of the OpCo Debtors' assets, including terms of an Acceptable Sale and Bidding Procedures.

24. The Restructuring Support Agreement further provides the terms for senior secured debtor in possession financing facilities for the OpCo Debtors (the "OpCo DIP Facility") and Holdings (the "Holdings DIP Facility"). Certain holders of Prepetition OpCo First Lien Claims (the "OpCo DIP Lenders") shall provide the Opco Debtors with the OpCo DIP Facility, which shall be a senior secured postpetition priming facility consisting of (i) up to $20.5 million of new money term loans and (ii) up to $61.5 million of existing term loans outstanding under the Prepetition OpCo First Lien Credit Agreement that are converted on a dollar for dollar basis into the OpCo DIP Facility, secured by the assets of the OpCo Debtors on the terms set forth in the OpCo DIP Term Sheet attached to the Restructuring Support Agreement. Subject to terms and conditions in the Restructuring Support Agreement, Trive and the OpCo Debtors shall provide the Holdings DIP Facility, which shall be in an amount not to exceed $4 million. The Holdings DIP Facility shall be satisfied from the proceeds of the Holdings Settlement Consideration prior to any payment to the Claims of the holders of the Holdings PIK Notes.[7]

2. Holdings Settlement Motion

25. In addition to the Plan, the Restructuring Support Agreement provides that Holdings will pursue implementation of a settlement (the "Holdings Settlement") that will provide substantial benefits to the Debtors' global restructuring initiatives. The Holdings Settlement Agreement compromises and settles estate claims and causes of action against various individuals who received prepetition distributions (the "Distributions") paid on account of their interests in, or

[7] The agent under the OpCo DIP Facility shall be referred to as the "OpCo DIP Agent", the agent under the Holdings DIP Facility, if any, shall be referred to as the "Holdings DIP Agent" and the budget under the OpCo DIP Facility shall be referred to as the "Approved DIP Budget."

service to, the Debtors. Contemporaneously herewith, Holdings filed a motion seeking approval of the Holdings Settlement Agreement pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Holdings Settlement Motion").

26. As described more fully in the Holdings Settlement Motion, prior to executing the Holdings Settlement Agreement, Holdings' Independent Manager, Mr. Neal P. Goldman, with the assistance of Alvarez & Marsal ("A&M"), conducted an investigation (the "Investigation") into direct and derivative claims Holdings may hold against the Potential Defendant Parties (as defined in the Holdings Settlement Agreement). The Independent Manager's Investigation was thorough and involved, among other things, (i) interviews of key Lucky Bucks witnesses, including members of Lucky Bucks' senior management and Trive; (ii) review of key documents relevant to the Distributions and related transactions, and (iii) the retention of A&M to perform a solvency analysis.

27. After completing the Investigation, Mr. Goldman entered into negotiations with the Potential Defendant Parties, and ultimately reached an agreement, embodied in the Holdings Settlement Agreement. The Holdings Settlement Motion provides that the Holdings Settlement Agreement represents the culmination of good faith, hard fought, and arms' length negotiations conducted by an independent fiduciary that generates a substantial recovery for the Holdings' Estate in exchange for a release of claims the Independent Manager has determined have a substantially uncertain likelihood of success. The Holdings Settlement Motion further provides that the settlement avoids the uncertainty, expense, and delay that would result from a lengthy and protracted litigation, and fairly compromises claims against key members of the Debtors' management team whose focus and commitment is essential to drive the Debtors' global restructuring efforts to conclusion.

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28. The Company intends to utilize its time in chapter 11 to prosecute the Plan, whether pursuant to a Sale Transaction or a Stand-Alone Restructuring Transaction, seek approval of the Holdings Settlement Motion and the GUC Motion, all in order to quickly confirm the Debtors' cases.

DECLARANT

29. I am a Director and Executive Vice President, Business Development of Lucky Bucks. I have held the position of Director and Executive Vice President since March 2020. I am generally familiar with the Debtors' debt structure, day-to-day operations, business and financial affairs, and books and records. I am likewise familiar with the Debtors' corporate structure, operations, vendors, and service providers. I am authorized to submit this declaration (this "Declaration") on behalf of the Debtors.

30. I have more than seventeen (17) years of experience working as an investment banker in Canada and the U.S. with multiple firms. Throughout my career, I have gained experience in operations, investing, corporate finance and advisory in gaming and gaming technology. I also have six (6) years of experience in the Georgia gaming market. My education background is a Bachelor of Arts from Tufts University and a Master of Arts from the University of Toronto.

31. I submit this Declaration to assist the Court and parties in interest to understand the circumstances surrounding the commencement of these Chapter 11 Cases and in support of the relief sought in the First Day Motions (as defined below). Unless otherwise set forth herein, all facts in this Declaration are based upon my personal knowledge, my review of the Debtors' books and records, other relevant documents, and other information prepared or collected by the Debtors'

employees, my conversations with the Debtors' counsel or other advisors, information supplied to me by fellow members of the Debtors' management and third-party advisors, or my opinion based on my experience with the Debtors' operations and financial condition. In making statements based on documents and information prepared or collected by the Debtors' employees or my conversations with the Debtors' advisors, I have relied upon the accuracy of such documentation and other information. If called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

DECLARATION

32. On the date hereof (the "Petition Date"), each of the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Court"). To negate any disruption stemming from the filing of these Chapter 11 Cases as well as other possible adverse effects on their business, the Debtors have filed various motions and pleadings seeking certain "first day" relief (collectively, the "First Day Motions").

33. To help the Court better understand the Debtors, their business, the circumstances leading to the filing of these Chapter 11 Cases, and the relief the Debtors seek in the First Day Motions, I have organized this Declaration as follows:

- **Part I** provides a general overview of the Debtors' corporate history and operations;
- **Part II** provides an overview of the Debtors' organizational and debt structures;
- **Part III** describes the circumstances leading to the filing of these Chapter 11 Cases; and
- **Part IV** summarizes the relief requested in, and the legal and factual bases supporting, each of the First Day Motions.
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PART I: CORPORATE HISTORY AND OPERATIONS

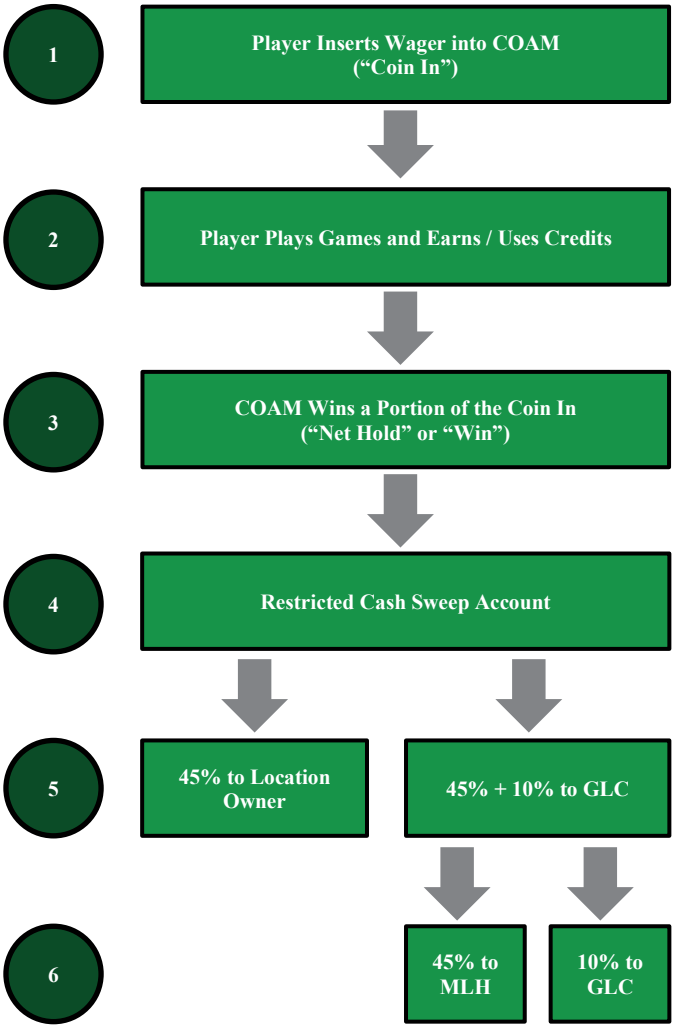
A. THE GEORGIA COAM INDUSTRY

34. Operation of COAMs in Georgia was legalized in April 2013. In Georgia, the COAM program is administered by the GLC, and is currently one of the largest distributed gaming markets in the United States. Georgia law only permits skill-based gaming machines; further, winnings from COAMs may not be redeemed for cash and must be redeemed for merchandise or lottery tickets at the location where the winning COAM is located. The proceeds received by the GLC through COAMs directly support Pre-K education and fund the HOPE Scholarship.

35. In Georgia, the split of winnings from COAMs is allocated among the Location Owner, the MLH and the GLC by statute and is not subject to negotiation. As shown on the chart below, pursuant to COAM regulations, the Location Owner receives 45% of the "Net Hold" or "Win", the GLC receives 10%, and the operator (or MLH), here Lucky Bucks, receives the remaining 45%. The regulations are very clear and should effectively prevent negotiation among

the Location Owner, the MLH and the GLC regarding the economic split.

Three-Tiered COAM Model



B. THE COMPANY'S CORPORATE HISTORY

36. The Company was founded by Anil Damani, a prominent Georgia businessman ("Mr. Damani"). In October 2016, Mr. Damani sold a 51% stake in the Company to Southern Star Gaming LLC, a wholly-owned subsidiary of Seven Aces (formerly known as Quantum International Income Corp.). At that time, Trive partnered with Seven Aces to provide both debt and equity financing in connection with such acquisition by Southern Star. Seven Aces

subsequently increased its indirect ownership interest in the Company to 70% through a purchase of certain additional membership interests in Mr. Damani's company, Lucky Bucks Ventures Inc. ("LBVI").

37. In May 2020, as part of a settlement with the GLC for a violation of certain Georgia laws relating to COAM operation, Mr. Damani stepped down as an officer of Lucky Bucks, but, at the time, LBVI continued to hold a 30% equity interest. This interest was subsequently reduced to 25% in October 2020.

38. In August 2020, Trive closed its acquisition of all the outstanding equity interests of Seven Aces (other than those owned by Manu Sekhri, the CEO of Seven Aces), and took Seven Aces private. At the time, Seven Aces was the indirect owner of approximately 70% of the Company's outstanding equity interests.

39. The Debtors are headquartered in Norcross, Georgia.

C. THE COMPANY'S BUSINESS

40. The GLC has issued a Class B Master License to Lucky Bucks (the "License") that allows it to operate Class B COAMs throughout the state of Georgia. Lucky Bucks must file yearly applications for renewal of the License. See Ga. Code Ann. § 50-27-71. As noted above, the OpCo Debtors are among the largest COAM operators based in, and incorporated under the laws of, the state of Georgia. The Company has approximately 37 hourly and salaried employees, all of whom are employed by the OpCo Debtors, and receives other services from 7 consultants or independent contractors.

41. A confluence of factors beyond the Company's control significantly hampered its business operations in 2022. As an initial matter, changes in the COAM market, business closures, license cancellations, and increased regulatory enforcement resulted in a substantial reduction in

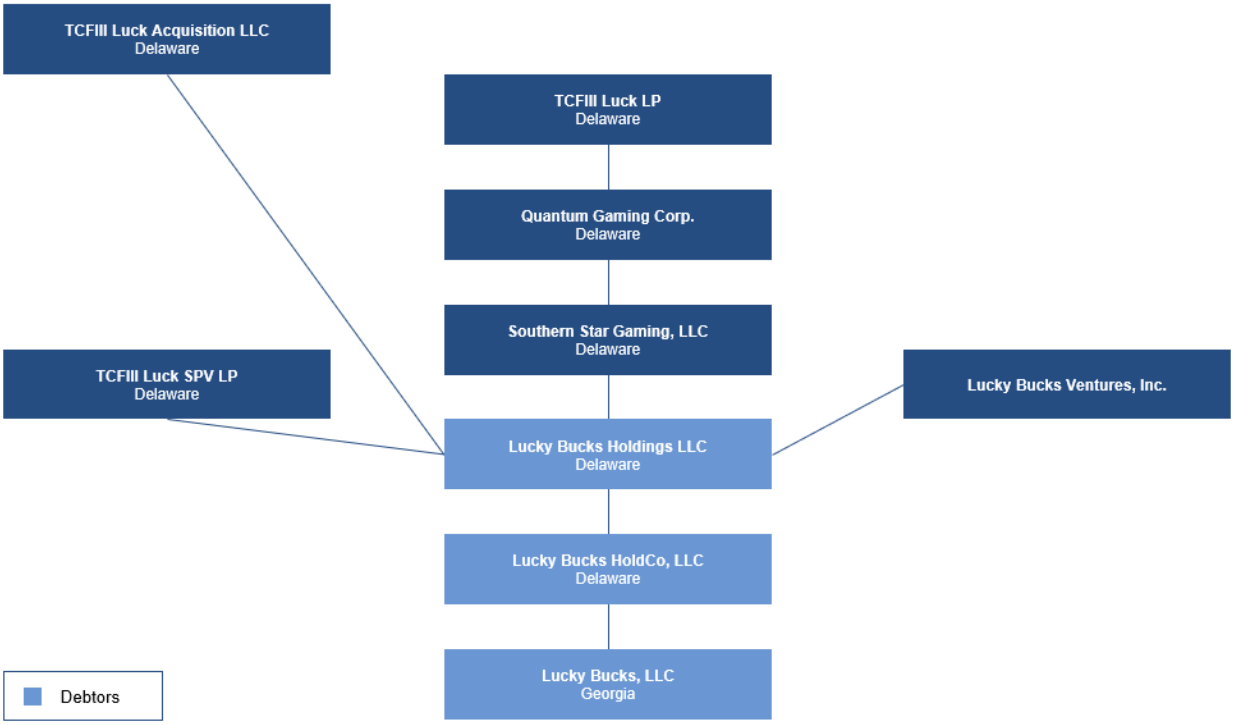
the Company's machine count. In addition, challenging economic conditions and inflation negatively impacted consumer confidence and Lucky Bucks' end-customers' discretionary income, leading to a decrease in the Company's weighted average WPUD from $203.90 in 2020 to $184.01 in 2021 (or 10%) and $164.24 in 2022 (or 11%).

42. Finally, the sharp spike in the interest rates in 2022 – on the heels of the Company's additional borrowings in 2021 – significantly increased the Company's debt service obligations. While the Company's cost structure has remained relatively stable, its liquidity has been adversely impacted. Given the floating rate structure under the Prepetition OpCo First Lien Credit Agreement, the OpCo Debtors' interest expense in 2022 ballooned from $19.4 million in 2021 to $45.3 million in 2022, representing an approximately 134% increase year over year. The Company was also required to make principal payments on its outstanding debt the last business day of each March, June, September, and December, further impacting its liquidity position.

PART II: THE DEBTORS' PREPETITION ORGANIZATIONAL AND DEBT STRUCTURE

A. THE COMPANY'S PREPETITION ORGANIZATIONAL STRUCTURE

43. The Debtors' corporate organizational structure is reproduced below:



B. THE COMPANY'S PREPETITION CAPITAL STRUCTURE

44. As of the Petition Date, the OpCo Debtors have outstanding funded debt obligations in the aggregate principal amount of approximately $610 million, consisting of (i) approximately $554 million of secured debt under the TL Facility, plus applicable interest, premiums (if any), costs, fees, expenses and other obligations (ii) approximately $56 million of secured debt under a RC Facility (as defined below), plus applicable interest, premiums (if any), costs, fees, expenses and other obligations. In addition, Holdings has outstanding funded debt obligations in the aggregate principal amount of approximately $294 million, consisting of the Holdings PIK Notes (as defined below).

i. PREPETITION OPCO FIRST LIEN CREDIT AGREEMENT

45. As of the Petition Date, Lucky Bucks was the borrower under the Credit Agreement, dated as of July 30, 2021 (as amended by the First Amendment, the Second

Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment and Twelfth Amendment, the "Prepetition OpCo First Lien Credit Agreement"), with the lenders from time to time party thereto (the "Prepetition OpCo First Lien Lenders") and Wilmington Savings Fund Society, FSB, as successor administrative and collateral agent, originally consisting of (i) a $35 million revolving credit facility due 2026 (the "RC Facility") and (ii) a $500 million first-lien term loan due 2027 (the "TL Facility"). HoldCo guaranteed all of Lucky Bucks' obligations under the Prepetition OpCo First Lien Credit Agreement. The RC Facility and the TL Facility were upsized to $55 million and $550 million, respectively, in October 2021. As of April 30, 2023, the aggregate principal amount outstanding under the TL Facility is $554 million and the outstanding principal amount under the RC Facility is $56 million.

46. The OpCo Debtors' obligations under the Prepetition OpCo First Lien Credit Agreement are secured by a first-priority lien on substantially all tangible and intangible assets of Lucky Bucks and HoldCo (including Lucky Bucks' equity). The obligations under the Prepetition OpCo First Lien Credit Agreement are not secured by liens on any of Holdings' assets, and Holdings is not a guarantor of Lucky Bucks' obligations under the Prepetition OpCo First Lien Credit Agreement.

47. The Prepetition OpCo First Lien Credit Agreement contains customary covenants, including restrictions on permitted indebtedness, liens, investments, mergers, dispositions, dividends, and other distributions. The Prepetition OpCo First Lien Credit Agreement also includes a springing financial covenant for the benefit of the revolving lenders under the RC

Facility requiring compliance with a maximum consolidated first lien funded debt to EBITDA ratio.

48. An interest payment in the amount of approximately $14 million was due under the TL Facility on January 31, 2023. As described below, the OpCo Debtors made this payment within the grace period afforded by the Prepetition OpCo First Lien Credit Agreement using cash on hand from operations and the proceeds of the A/R Facility described below. Subsequently, each of (i) an amortization payment of approximately $6.9 million under the TL Facility, (ii) an interest payment of approximately $120,000 under the TL Facility, and (iii) an interest payment of approximately $200,000 under the RC Facility, was due on March 31, 2023. As noted above, these amounts were deferred by mutual agreement of the parties. Further interest payments were due on April 28, 2023, of approximately $1.2 million under the RC Facility and approximately $13.1 million under the TL Facility. The various obligations were extended by consent of the parties in the Third, Fourth, Fifth Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh and Twelfth Amendments.

ii. HOLDINGS PIK NOTES

49. In November 2021 and January 2022, Holdings issued $250 million in aggregate face amount of unsecured 12.5% PIK Notes due 2028 (the "Holdings PIK Notes") pursuant to a Note Purchase Agreement, dated as of November 29, 2021 (the "Note Purchase Agreement"), by and among Holdings, Alter Domus (US) LLC, as administrative and collateral agent, and the purchasers of the Holdings PIK Notes from time to time. After 30 months, the interest rate on the Holdings PIK Notes will be 12.5% per annum, of which 6.25% shall be PIK and 6.25% shall be payable in cash. After five years, the interest rate on the Holdings PIK Notes will be 14.0% per annum, all of which is payable in cash. Proceeds of the Holdings PIK Notes were used solely to fund distributions to equity holders of Holdings and such use was expressly contemplated and

permitted by the applicable financing documents. The OpCo Debtors are not obligated on the Holdings PIK Notes.

iii. A/R FACILITY

50. To fund the January 31, 2023, interest payment due under the TL Facility, Lucky Bucks entered into a Receivables Purchase and Sale Agreement, dated as of February 6, 2023 (the "A/R Facility"), with TCFIII Luck Funding LLC, a Trive affiliate, whereby Lucky Bucks sold $3,116,000 of receivables. As of the Petition Date, no amounts remain outstanding under the A/R Facility.

51. Subsequently, as part of the recent amendments to the Prepetition OpCo First Lien Credit Agreement, Lucky Bucks entered into an additional Receivables Purchase and Sale Agreement, dated as of March 31, 2023 (the "Second A/R Facility"), with TCFIII Luck Funding LLC, whereby Lucky Bucks sold certain additional receivables in exchange for $514,000. As of the Petition Date, no amounts remain outstanding under the Second A/R Facility.

iv. TRADE DEBT

52. In the ordinary course of business, the OpCo Debtors incur trade debt related, for example, to service contracts and for equipment repairs. While the OpCo Debtors have been paying its trade obligations in the ordinary course, as of the Petition Date, approximately $1.174 million is owed to various trade creditors. No amounts for trade debt is believed to be outstanding related to Holdings.

v. EQUITY INTERESTS

53. As of the Petition Date, Holdings equity interest are owned as follows: (a)(i) 70% by Southern Star, (ii) 3.2184% by TCFIII Acquisition LLC, (iii) 1.7816% by TCFIII Luck SPV LP, each a Trive affiliate, and (b) 25% is owned by LBVI, a company affiliated with Mr. Damani.

PART III: EVENTS LEADING TO THESE CHAPTER 11 CASES

A. RECENT EVENTS HAVE DISRUPTED THE COMPANY'S BUSINESS

54. The challenging operating environment in 2022 has led to fierce competition among MLHs within the COAM industry. Faced with decreasing revenues amidst declining WPUD, smaller MLHs have resorted to predatory conduct that has adversely impacted the Company's cash flow and the value of its Location Contracts.

55. In response to the increase in the predatory conduct by certain MLHs, the Company has been at the forefront of legislative efforts to amend Georgia COAM regulations. Most recently, the Debtors have advocated for House Bill 353, that, if adopted, would have enhanced the GLC's ability to police the industry, deter bad actors, and curtail improper operating models by, among other things, (i) implementing uniform contract structure and (ii) extending the Nine Month Rule. Despite the Company's efforts, the proposed legislation was not approved by the Georgia state assembly.

B. Prepetition Negotiations with Creditors and Path Forward in Chapter 11

56. Recognizing the significant weakening of its business model, and with looming interest and amortization payments due in early 2023, the Company engaged Milbank LLP, Evercore Partners, and M3 Partners in the fourth quarter of 2022. The Company's advisors immediately began to identify ways to address the Company's near-term liquidity issues and, with input from the Company, construct a business plan and financial projections to develop transaction proposals for creditors.

57. The Company entered into an NDA, shared substantial diligence, and presented its business plan to advisors to each of (i) the Holdings PIK Noteholders (including Proskauer Rose LLP, as counsel, and Perella Weinberg, Rothschild and CBRE as financial advisors), and (ii) the lenders under the TL Facility (including Akin Gump Strauss Hauer & Feld LLP, as counsel,

Greenhill & Co., as financial advisor, Robbins Alloy Belinfante Littlefield LLC, as regulatory counsel, and OnMessage Public Strategy (OMPS), as policy advisor). Subsequently, the Company entered into NDAs with principals from each group and commenced negotiations of both short-term and long-term restructuring solutions.

58. Eventually, following multiple rounds of negotiations, pursuant to the Third Amendment, the OpCo Debtors and the lenders under the TL Facility were able to reach an agreement to defer the OpCo Debtors' $6.9 million amortization payment due on March 31, 2023, under the TL Facility. In addition to an amortization payment deferral, as part of the Third Amendment, the OpCo Debtors agreed to: (i) pursue third-party equity financing and/or a sale of the OpCo Debtors to be executed through a chapter 11 process in accordance with certain milestones; and (ii) amend the TL Facility to remove the ability of the OpCo Debtors to, among other things, effectuate certain types of transactions or use certain financing baskets thereunder. The OpCo Debtors also entered into the Fourth Amendment, whereby lenders under the RC Facility agreed to defer an interest payment due on March 31, 2023.

59. Following entry of the Third and Fourth Amendments, the Company continued to negotiate the terms of a more fulsome restructuring, provided diligence materials to that end, and commenced a sale process. Subsequently, the same parties were able to further extend this standstill period pursuant to the Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh and Twelfth Amendments, which pushed obligations under the Prepetition OpCo First Lien Credit Agreement through June 6, 2023.

60. In an effort to facilitate ongoing discussions with its other creditor constituency, on May 25, 2023, Holdings entered into a forbearance agreement with the Ad Hoc PIK Noteholder Group, pursuant to which the holders of Holdings PIK Notes agreed to forbearance from exercising

any remedies under the Note Purchase Agreement through June 15, 2023. While the negotiations with the Ad Hoc PIK Noteholder Group have not yielded an agreement to date, negotiations remain ongoing.

61. Ultimately, on June 8, 2023, following substantial good faith, arm's length, and hard-fought negotiations, the Company entered into the Restructuring Support Agreement. Upon execution of the Restructuring Support Agreement, the Company proceeded to commence solicitation of acceptances for the OpCo Plan and the Holdings Plan and commenced these Chapter 11 Cases. In accordance with the Restructuring Support Agreement, the Debtors have filed a number of "first day" motions and applications with the Court, which are described below:

PART IV: THE FIRST DAY MOTIONS

62. Contemporaneously herewith, the Debtors have filed a number of First Day Motions seeking orders granting various forms of relief intended to stabilize their business operations, minimize disruptions caused by the commencement, and facilitate the smooth administration, of these Chapter 11 Cases.

63. In connection with the preparation for the filing of these Chapter 11 Cases, I have reviewed each of the First Day Motions. The facts set forth therein are true and correct to the best of my knowledge, information, and belief, and I believe that the relief sought in each First Day Motion is necessary to enable the Debtors to continue their operations, maximize the value of their estates for the benefit of all stakeholders, and streamline the administration of these Chapter 11 Cases. Apart from purely procedural forms of relief, the First Day Motions seek authority to, among other things, honor wages and benefits obligations to the Company's employees, ensure the continuation of the Debtors' cash management system, insurance coverage, and business operations without interruption, and provide for the payment of certain taxes. All the relief sought

in the First Day Motions is necessary to maximize the value of the Debtors' estates and to preserve their business as a going concern.

64. The Debtors need the relief sought in each of the First Day Motions as soon as possible in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Bankruptcy Local Rules of the United States Bankruptcy Court for the District of Delaware. If the Court does not grant the requested relief on an emergency basis, the Debtors will suffer immediate and irreparable harm.

65. Several of the First Day Motions request authority to pay prepetition claims. I understand from counsel that rule 6003 of the Federal Rules of Bankruptcy Procedure provides, in relevant part, that the Court should not consider motions to pay prepetition claims during the first 21 days following the filing of a chapter 11 petition, "except to the extent relief is necessary to avoid immediate and irreparable harm." In light of this requirement, the Debtors' request for immediate authority to pay certain prepetition claims owing to insurers, tax authorities and utility companies is narrowly tailored to those circumstances where the failure to pay such claims would cause immediate and irreparable value-destructive harm to the Debtors, their estates, and their stakeholders. Other relief is being deferred for consideration at a later time.

66. The First Day Motions are:

- Joint Administration Motion
- Claims Agent Motion
- Consolidated Creditor Lists Motion
- Cash Management Motion
- Wages Motion
- Utilities Motion
- Taxes Motion
- Insurance Motion
- GUC Motion[8]

[8] Capitalized terms not defined in the following sections have the meanings ascribed to them in the applicable First Day Motion.

A. JOINT ADMINISTRATION MOTION

67. In the *Debtors' Motion for Entry of an Order (I) Directing Joint Administration of the Debtors' Related Chapter 11 Cases and (II) Granting Related Relief*, the Debtors request entry of an order directing joint administration of their Chapter 11 Cases for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

68. All the Debtors are affiliates, with Holdings serving as the ultimate parent. I believe that joint administration of the Debtors' Chapter 11 Cases will save the estates substantial time and expense by removing the need to prepare, file, and serve duplicative notices, motions, and applications. Further, joint administration will relieve the Court of entering duplicative orders and maintaining duplicative files and dockets. The United States Trustee for the District of Delaware (the "U.S. Trustee") and other parties in interest would similarly benefit from the joint administration of these Chapter 11 Cases, which would spare them the time and effort of reviewing duplicative pleadings.

69. I believe that joint administration would not adversely affect any creditor's rights because the Debtors request the joint administration for procedural purposes only. They do not seek substantive consolidation of the estates. In fact, the Plan constitutes a separate plan for each Debtor and each Debtor is a proponent of its own Plan within the meaning of section 1129 of the Bankruptcy Code. In addition, at the Required Consenting Prepetition Lenders' option, the OpCo Plan may be severed from the Holdings Plan, and the confirmation and effectiveness of the OpCo Plan shall proceed in the event the Holdings Plan and the Holdings Settlement Agreement are not approved by the Bankruptcy Court by the Severance Trigger Date. In such event, the OpCo Debtors may emerge independently.

70. Accordingly, I believe that joint administration of these Chapter 11 Cases is in the best interests of the Debtors, their estates, and other parties in interest and should be granted.

B. CLAIMS AGENT MOTION

71. In the *Application of Debtors for an Order Appointing Epiq Corporate Restructuring, LLC as Claims, Noticing and Solicitation Agent for the Debtors Effective as of the Petition Date Pursuant to 28 U.S.C. § 156(c), 11 U.S.C. § 105(a) and Local Rule 2002-1(f)* (the "Claims Agent Motion"), the Debtors request entry of an order appointing Epiq Corporate Restructuring, LLC ("Epiq") as their claims, noticing, and solicitation agent (the "Claims, Noticing and Solicitation Agent"), effective as of the Petition Date.

72. As more fully described in the Claims Agent Motion, the Claims, Noticing and Solicitation Agent will, among other tasks: (i) mail notices to creditors, equity security holders, and other parties in interest, (ii) provide computerized claims, objection, solicitation, and balloting database services, (iii) provide expertise, consultation, and assistance in the claim and ballot processing, and (iv) provide other administrative services, all pursuant to the terms of the Engagement Agreement (as defined in the Claims Agent Motion). Furthermore, solicitation of the Plan was commenced prior to the Petition Date, and Epiq has assisted the Debtors with the solicitation and tabulation of votes on the Plan.

73. The Debtors' counsel has informed me that the Debtors will be required to provide notices to numerous persons and entities during the pendency of these Chapter 11 Cases. The appointment of Epiq as the Claims, Noticing and Solicitation Agent will provide the most effective and efficient means of providing those notices, as well as soliciting and tabulating votes on the Debtors' Plan, thereby relieving the Debtors of the administrative burden associated with all of these necessary administrative tasks. In addition, appointing Epiq as the Claims, Noticing and

Solicitation Agent will relieve the administrative burden on the Office of the Clerk of this Court. Accordingly, I believe the Claims Agent Motion should be granted.

C. CONSOLIDATED CREDITOR LISTS MOTION

74. In the *Debtors' Motion for Entry of an Order (I) Authorizing the Debtors to (A) File a Consolidated List of Creditors, (B) File a Consolidated List of the 30 Largest Unsecured Creditors, (C) Redact Certain Critical Business and Personal Identification Information, and (II) Granting Related Relief* (the "Creditor List Motion"), the Debtors are seeking entry of an order (i) authorizing them to (a) file a consolidated list of creditors (the "Creditor Matrix") in lieu of submitting a separate mailing matrix for each Debtor, (b) file a consolidated list of their thirty (30) largest unsecured creditors (the "Top 30 Creditors List"), excluding insiders, in lieu of filing lists for each Debtor, (c) redact certain critical business information and personal information for individual creditors from the Creditor Matrix and Top 30 Creditors List, and (ii) granting related relief.

75. I am advised that (i) Bankruptcy Rule 1007(a) requires each Debtor to file a separate mailing matrix containing names and addresses of its creditors, including individuals, and (ii) Bankruptcy Rule 1007(d) requires each Debtor to file a separate list of its twenty (20) largest unsecured creditors. Because the preparation of a separate mailing matrix for each Debtor would be time consuming and administratively burdensome, the Debtors request authority to file one Consolidated Creditor Matrix. Further, the Debtors request authority to file the consolidated Top 30 Creditors List, rather than separate lists of top 20 unsecured creditor for each Debtor to reduce costs of preparing separate lists. I believe that the consolidated Top 30 Creditors List will adequately address the purpose of Bankruptcy Rule 1007(d) while eliminating the possibility of duplicative service and unnecessary expense.

76. I also believe that cause exists to authorize the Debtors to redact certain critical business information, including names and addresses of certain Location Owners, from the Top 30 Creditors List because it would reveal confidential information to the Debtors' competitors, significantly harming the Debtors' business. The Debtors operate in a highly competitive market, and competitors have engaged in all types of methods to lure away Location Owners, and the disclosure of such confidential information could exacerbate this problem. Furthermore, the Debtors request that personal information of individuals be redacted from the Consolidated Creditor Matrix because such information could be used to perpetrate identity theft. The Debtors propose to provide, upon request, an unredacted version of the Top 30 Creditors List and/or the Consolidated Creditor Matrix to the Court, the U.S. Trustee, counsel to the TL Ad Hoc Group, and counsel to any official committees appointed in these Chapter 11 Cases, as well as to other requesting parties in interest in accordance with the procedures set out in the Creditor List Motion.

77. Based on the foregoing, I believe that the relief requested in the Creditor List Motion is in the best interests of the Debtors, their estates, and all other parties in interest and should be granted.

D. CASH MANAGEMENT MOTION

78. In the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Them to (A) Maintain and Use Their Existing Cash Management System, Bank Accounts and Checks and (B) Engage in Intercompany Transactions Between the OpCo Debtors, (II) Granting Administrative Expense Status to Postpetition Intercompany Claims Between the OpCo Debtors, (III) Waiving Certain Requirements Under Section 345(b) of the Bankruptcy Code and Certain of the U.S. Trustee's Operating Guidelines and (IV) Granting Related Relief* (the "Cash Management Motion"), the Debtors request authority, but not direction, to: (i) continue utilizing their existing

Cash Management System and Bank Accounts (each as defined in the Cash Management Motion); (ii) implement changes to the Cash Management System in the ordinary course of business, including, without limitation, opening new or closing existing Bank Accounts, subject to the consent of the Required Consenting Lenders; (iii) continue utilizing their existing checks and Credit Cards (as defined in the Cash Management Motion) and pay all obligations related thereto; (iv) continue engaging in Intercompany Transactions (as defined in the Cash Management Motion) between the OpCo Debtors and granting administrative status to postpetition intercompany claims between the OpCo Debtors, each as subject to the consent of the Required Consenting Lenders; and (v) pay all prepetition and postpetition Bank Fees (as defined in the Cash Management Motion). The Debtors are also requesting that the Court authorize the Banks to continue to charge Bank Fees and to charge-back returned items to the Bank Accounts, whether such items are dated before, on, or after the Petition Date.

79. As described more fully in the Cash Management Motion, in the ordinary course of their business, the OpCo Debtors have historically used the Cash Management System to collect, manage, transfer, and disburse funds in their day-to-day operations. It is my understanding that the Cash Management System is tailored to meet the OpCo Debtors' needs as a COAM operator. The Cash Management System allows the Debtors to efficiently collect and transfer the cash generated by their business and pay their obligations. It also enables the Debtors to facilitate cash forecasting and reporting, monitor collection and disbursement of funds, allocate working capital efficiently across different business segments, and maintain control over the administration of the Bank Accounts.

80. The Debtors are requesting that the Court authorize the Banks to receive, process, honor, and pay, any and all checks, drafts, wires, credit card transactions and ACH transfers

requested or to be requested by the Debtors relating to the relief sought in other First Day Motions. Without the ability to transfer funds, the Debtors will not be able to operate or reorganize.

81. As described more fully in the Cash Management Motion, at any given time, as a result of the Intercompany Transactions, there may be claims owing by one OpCo Debtor to another. The OpCo Debtors intend to continue undertaking such transactions postpetition in the ordinary course. The Debtors maintain, and will continue to maintain, records of the Intercompany Transactions between the OpCo Debtors and can ascertain, trace, and account for each Intercompany Transaction on demand. The Debtors will not be engaging in postpetition Intercompany Transactions between Holdings and the OpCo Debtors unless specifically permitted by a DIP Order of the Court.

82. In the ordinary course of business, the Debtors maintain the Credit Cards, which are used by certain of the Debtors' employees for certain fuel expenses. The Debtors intend to continue the use of the Credit Cards in the ordinary course.

83. I understand that the Operating Guidelines and Reporting Requirements for Debtors in Possession and Trustees (the "Operating Guidelines") published by the Office of the United States Trustee for Region 3 require debtors in possession to, among other things: (a) establish one debtor in possession bank account for all estate monies required for the payment of taxes, including payroll taxes; (b) close all existing bank accounts and open new debtor-in-possession accounts; (c) maintain a separate debtor-in-possession account for cash collateral; and (d) obtain checks that bear the designation "debtor in possession" and reference the bankruptcy case number and type of account on such checks. These requirements are intended to provide a bright line between prepetition and postpetition transactions and to prevent inadvertent payment of prepetition claims.

84. Considering, however, that the Cash Management System ties into the Debtors' corporate accounting and cash forecasting reporting, enforcement of these Operating Guidelines would severely disrupt the Debtors' ability to maintain ordinary course operations. Requiring the Debtors to close the Bank Accounts and adopt new, segmented cash management systems would be expensive, time-consuming, burdensome, and unnecessarily disruptive to the Debtors' operations, thus needlessly reducing the value of the Debtors' estates to the detriment of their creditors. Accordingly, the Debtors request authority to continue using the Cash Management System in the same manner as the Cash Management System was used prior to the Petition Date, subject to limiting Intercompany Transactions as described herein, and the ability to further modify the Cash Management System, subject to the consent of the Required Consenting Lenders.

85. I believe that any disruption to the Debtors' Cash Management System would have a severe and adverse impact upon the Debtors' reorganization efforts. Accordingly, the relief requested in the Cash Management Motion is in the best interests of the Debtors' estates and all parties in interest and should be granted.

E. WAGES MOTION

86. In the *OpCo Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing Payment of Prepetition Wages, Payroll Taxes, Certain Employee Benefits and Related Expenses, (II) Continuing Employee Benefits Programs, (III) Directing Banks to Honor Related Prepetition Transfers, and (IV) Granting Related Relief* (the "Wages Motion"), the OpCo Debtors request entry of interim and final orders authorizing, but not directing, them to: (i) continue to pay and honor certain obligations on account of the Service Provider Programs, which include, among other things, Employee wages and salaries, Consulting Provider Compensation, and Reimbursable Expenses, as in effect on the Petition Date and as may be modified, amended, or supplemented

from time to time, in the ordinary course of business; (ii) continue to pay and honor certain obligations on account of the prepetition Benefit Programs; and (iii) continue to maintain the Service Provider Programs in the ordinary course. The Wages Motion also seeks certain related relief.

87. As described more fully in the Wages Motion, as of the Petition Date, the OpCo Debtors' workforce consists of: (a) (i) nineteen (19) individuals paid on an hourly basis, and (ii) sixteen (16) individuals paid on a salaried basis (collectively, the "Employees"). In addition, the OpCo Debtors receive services from seven (7) individuals (the "Consulting Providers" and, together with the Employees, the "Service Providers"), acting as consultants or independent contractors, who are not employees of the Debtors, but who provide day to day administrative, legal, business and accounting services to the OpCo Debtors. These Consulting Providers receive compensation pursuant to third-party consulting, independent contractor or other service agreements with certain of the OpCo Debtors or certain of the OpCo Debtors' affiliates, pursuant to which they provide services to the OpCo Debtors.

88. Together, the Service Providers perform various critical functions, including servicing the OpCo Debtors' COAM machines, managing the OpCo Debtors' warehouse, providing financial planning and analysis, accounting, legal and administrative support, accounts payable, compliance, business and corporate development, sales, customer relations, human resources, information technology, marketing, payroll, and treasury. Without the Service Provider's continued, uninterrupted services, an effective reorganization of the OpCo Debtors will not be possible.

89. In addition to compensation paid to the Service Providers, the OpCo Debtors also offer their Employees several benefits programs, including health insurance, dental insurance,

vision insurance, a 401(k)-retirement savings plan, life insurance, paid time off, and workers' compensation. Consulting Providers are not recipients of the Benefits Programs.

90. I believe that the failure to pay, or even any delay in paying, the prepetition Compensation or honoring obligations under the Service Provider Programs could irreparably impair the morale of the Service Providers at the time when their dedication, confidence, and cooperation are most crucial. Such failure could also inflict a significant financial hardship on the Service Providers and their families. Without the relief requested in the Wages Motion, the OpCo Debtors' otherwise loyal Workforce may seek other work opportunities, thereby putting at risk the OpCo Debtors' continued operations. Payment of these obligations in the ordinary course of business would enable the OpCo Debtors to focus on completing a successful reorganization, which would benefit all parties in interest.

91. The OpCo Debtors are also required by law to deduct certain amounts from the Employees' gross pay, such as, without limitation, garnishments, such as tax levies, child support, spousal support, 401(k) contributions, tax efficient childcare costs, and other pre- and after-tax deductions payable pursuant to certain employee benefit plans discussed in the Wages Motion. In addition to these Deductions, certain laws require the OpCo Debtors to withhold amounts from the Employees' gross pay related to federal, state, and local income taxes for remittance to the appropriate federal, state, or local taxing authorities (collectively, the "Withholdings"). The OpCo Debtors must then match, from their own funds, amounts for Social Security and Medicare taxes, and pay, based on a percentage of gross payroll, additional amounts for federal and state unemployment insurance (collectively, the "Employer Payroll Taxes," and together with the Withholdings, the "Payroll Taxes"). I believe that disbursement of the Deductions and payment of the Payroll Taxes would not prejudice other creditors because I have been informed by counsel

that such obligations generally give rise to priority claims under section 507(a) of the Bankruptcy Code.

92. Under Georgia state law, the Debtors are required to provide workers' compensation insurance to their Employees. If the Debtors fail to maintain the Workers' Compensation Program, they may be prohibited from operating in Georgia. The Workers' Compensation Program is administered by ICW. In the twelve months before the Petition Date, the OpCo Debtors paid approximately $92,088 in fees and premiums under the Workers' Compensation Program. In addition, I understand that there are two open claims under the Workers' Compensation Program as of the Petition Date, but that the OpCo Debtors do not owe any amounts on account of the Workers' Compensation Program as all amounts related to such claims are covered by insurance.

93. I believe the relief requested in the Wages Motion is necessary to avoid immediate and irreparable harm and is in the best interests of the Debtors, their estates, and all parties in interest.

F. UTILITIES MOTION

94. In the *OpCo Debtors' Motion for Entry of Interim and Final Orders (I) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Services, (II) Approving Adequate Assurance of Payment to Utility Providers, (III) Establishing Procedures for Determining Adequate Assurance of Payment, and (IV) Granting Related Relief* (the "Utilities Motion"), the OpCo Debtors[9] request entry of interim and final orders pursuant to section 366 of the Bankruptcy Code: (a) prohibiting Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the OpCo Debtors, (b) determining that the OpCo Debtors have provided

[9] Because Holdings is a non-operating entity, it does not have any obligations on account of the Utility Services.

each of the Utility Companies adequate assurance of payment within the meanings given in sections 366 of the Bankruptcy Code, (c) establishing procedures for determining adequate assurance of payment, and (d) granting related relief.

95. As more fully described in the Utilities Motion, in the ordinary course of business, the OpCo Debtors incur expenses for, among other things, electricity, natural gas, water, sewage, internet, telecommunications and other similar Utility Services. I believe that preserving Utility Services on an uninterrupted basis is essential to the OpCo Debtors' ongoing operations.

96. Based on a monthly average for the twelve months prior to the Petition Date, the OpCo Debtors estimate that their aggregate costs for Utility Services for the next thirty (30) days will be approximately $7,000 to $8,000. The OpCo Debtors propose to deposit into a segregated bank account a sum equal to the cost of two weeks' worth of the average payable for each Utility Company, based on the OpCo Debtors' average usage of such company's Utility Services. The OpCo Debtors estimate that the Adequate Assurance Deposit would total approximately $4,000.

97. I believe the Adequate Assurance Procedures are necessary for the OpCo Debtors to pursue their reorganization efforts without unnecessary and costly disruptions on account of discontinued Utility Services. If the Adequate Assurance Procedures are not approved, the OpCo Debtors likely will be forced to address numerous requests by the Utility Companies at a critical time for their business. I understand that the Utility Companies could unilaterally decide that they are not adequately protected and, therefore, may make exorbitant demands for payment to continue providing Utility Services. Such an outcome could jeopardize the OpCo Debtors' operations and their ability to maximize value of their estates.

98. Accordingly, I believe that the relief requested in the Utilities Motion is in the best interests of the OpCo Debtors' estates and should be granted.

G. TAXES MOTION

99. In the *OpCo Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the OpCo Debtors to Pay Certain Prepetition Taxes and Related Licensing Obligations and (II) Granting Related Relief* (the "Taxes Motion"), the OpCo Debtors[10] request entry of interim and final orders authorizing, but not directing, the OpCo Debtors to remit and pay (or use tax credits to offset) the Taxes and Fees in the ordinary course of business.

100. I understand that the Debtors have elected to be flow through entities for taxing purposes, and as such, the Debtors are generally not liable for income taxes. Instead, the Debtors' taxable income flows-through to its direct and indirect equity holders, who are responsible for paying taxes on such income regardless of whether cash is distributed to the equity holders. While the Debtors generally are not liable for income taxes, the OpCo Debtors are subject to certain other federal, state and local taxes, which include state and local transportation taxes, franchise taxes, occupational taxes, local property taxes, federal, state and local filing fees and safety taxes (any such taxes that the OpCo Debtors are directly liable for, the "Taxes"). Such taxes are typically in *de minimis* amounts and totaled less than $40,000 last calendar year. No prepetition amounts are currently outstanding on account of the Taxes, but the Taxes continue to accrue on different schedules and may be come due in the near term (the "Prepetition Taxes").

101. In addition, the OpCo Debtors collect, withhold, and incur various business license, permit, and other fees (collectively, the "Fees"). These include GLC license renewal fees and

[10] Holdings does not have any obligations on account of the Taxes or Fees. For the avoidance of doubt, to the extent it is determined that Holdings or any of its non-Debtor affiliates are or subsequently become responsible for payment of any obligations on account of Taxes and/or Fees, the OpCo Debtors shall not use proceeds of the OpCo DIP Facility or current or future cash on hand of the OpCo Debtors to satisfy such obligations, and such obligations shall be payable solely from the proceeds of the Holdings DIP Facility.

annual decal fees, which are required for the operation of the COAM machines.[11] As with Prepetition Taxes, however, I understand that such amounts continue to accrue and certain amounts may come due in the near term (the "Prepetition Fees" and, together with the Prepetition Taxes, the "Prepetition Taxes and Fees"). Given that no Prepetition Taxes and Fees are outstanding at this time, the OpCo Debtors are filing the Taxes Motion out of an abundance of caution, and also to pay any Taxes and Fees that may have accrued prepetition but do not become due until after the Petition Date. I understand that no amounts on account of Taxes and Fees are similarly due by Holdings.

102. The Debtors pay or remit the Taxes and Fees to the Authorities (as defined in the Taxes Motion) through checks and electronic funds transfers that are processed through their banks and other financial institutions or service providers on a monthly, quarterly, annual, or other periodic basis, in each case as required by applicable law or regulation.

103. I understand that failure to pay Taxes and Fees may cause the Authorities to take precipitous action, including, but not limited to, filing liens, imposing civil and/or criminal penalties, modifying, suspending or revoking licenses and thereby preventing the Debtors from conducting business in the ordinary course in the jurisdictions in which they operate, and potentially holding directors and officers personally liable, all of which would disrupt the Debtors' day-to-day business operations, potentially impose significant costs of the Debtors' estates, and hinder the Debtors' efforts to successfully reorganize.

104. Based on the foregoing, I believe that the relief requested in the Taxes Motion is in the best interest of the Debtors, their estates, and all parties in interest and should be approved.

[11] Prior to the Petition Date, the OpCo Debtors paid approximately $297,000 to the GLC, which amount consisted of its annual Master Class B base fee, decal fees of $125 per machine (for approximately 2,400 machines), and processing fees, all in connection with its annual licensing requirements. Following such payment, I understand that no prepetition amounts are currently outstanding on account of the Fees.

H. INSURANCE MOTION

105. In the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Maintain Their Insurance Policies and Programs and Honor Related Obligations, (II) Authorizing the Debtors to Renew, Supplement, Modify, Extend, Reduce or Purchase Insurance Policies, (III) Modifying the Automatic Stay with Respect to Workers' Compensation, and (IV) Granting Related Relief* (the "Insurance Motion"), the Debtors request entry of interim and final orders (a) granting them authority to: (i) continue to honor their prepetition Insurance Policies, as such practices, programs, and policies were in effect as of the Petition Date; (ii) on a postpetition basis, renew, amend, supplement, extend, or purchase Insurance Policies, subject to the consent of the Required Consenting Lenders; (iii) honor their obligations under the Financing Agreements without interruption and in accordance with the same practices and procedures as were in effect prior to the commencement of the Debtors' Chapter 11 Cases to the extent that the Debtors determine such action is in the best interest of their estates; (iv) enter into new premium financing agreements in the ordinary course of business, subject to the consent of the Required Consenting Lenders; and (v) pay all amounts necessary to maintain the Insurance Policies, each as subject to the consent of the Required Consenting Lenders to the extent that such actions affect the rights and obligations of the OpCo Debtors; (b) authorizing the Debtors' banks and other financial institutions to receive, process and pay any and all checks and other transfers related to such claims; and (c) granting related relief.

106. I understand that the Debtors maintain the Insurance Programs in the ordinary course of business, and incur obligations in accordance with, or relating to, their Insurance Policies to pay premiums and other amounts related thereto, including, but not limited to, Brokerage Fees and insurance deductibles.

107. The Debtors maintain approximately ten (10) Insurance Policies administered by multiple third-party Insurance Carriers. The Insurance Policies provide coverage for, among other things, the Debtors' directors and officers, commercial property and equipment, workers' compensation, general liability, commercial excess liability, auto liability, and crime and fidelity.

108. The Debtors are obligated to make premium payments under the Insurance Policies based on the rates established by each Insurance Carrier. During the twelve months preceding the Petition Date, the Debtors paid the aggregate of approximately $680,000 on account of premiums under the Insurance Policies.

109. Certain of the Insurance Policies are financed through premium Financing Agreements with the Financing Providers. Pursuant to the Financing Agreements, the Debtors are required to pay approximately $50,000 in monthly installments. As of the Petition Date, there is approximately $340,000 outstanding on account of the Financing Agreements, some or all of which will come due during the pendency of these Chapter 11 Cases.

110. I understand that the Debtors maintain the Insurance Programs to help manage and limit the various risks associated with operating their business, which is essential to the preservation of the value of the Debtors' business and properties. Furthermore, I understand that the Debtors must maintain most or all of the Insurance Programs to comply with the UST Operating Guidelines, applicable state and federal laws, and other prepetition contracts. I believe it essential that the Debtors maintain the Insurance Programs, and that they obtain authority to pay certain obligations related thereto, including payments to the Insurance Service Providers.

111. Based on the foregoing, I believe that the relief requested in the Insurance Motion is in the best interests of the Debtors, their estates, and all other parties in interest and should be granted in all respects.

I. GUC Motion

112. In the OpCo Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the OpCo Debtors to Pay the OpCo General Unsecured Claims in the Ordinary Course of Business and (II) Granting Related Relief (the "GUC Motion"), the OpCo Debtors are seeking authority, but not direction, to pay all OpCo GUC Claims in the ordinary course of their business, including any and all OpCo GUC Claims that accrued or became otherwise payable prior to the Petition Date, subject to the consent of the Required Consenting Lenders.

113. In the ordinary course, the OpCo Debtors receive various goods and services, and make certain ordinary course payments, necessary for the operation of their business. These include auto leases and related services to facilitate service calls to over 300 locations by technicians. Additionally, COAM equipment and repair services are crucial for Lucky Bucks, enabling them to acquire new parts, update machines, and ensure the uninterrupted operation of their 2,000+ COAM machines. Finally, to meet the specific demands of the Georgia COAM market, Lucky Bucks requires access to legal and professional services from specialized law firms. Payments are also made to law firms involved in ongoing arbitration cases pertaining to machines currently in service, further emphasizing the importance of these services. The OpCo Debtors incur payment obligations on account of these goods and services (the "OpCo GUC Claims;" and the persons and entities providing such goods and services, the "OpCo GUC Creditors").[12] The Debtors do not believe that any general unsecured claims similar to the OpCo GUC Claims exist at Holdings.

[12] The Debtors have filed certain other motions contemporaneously herewith, seeking authority to pay certain prepetition claims. The term "OpCo GUC Claims" does not include any of the claims the Debtors are seeking to pay under any separate motion.

114. During the four (4) months ended May 31, 2023, the OpCo Debtors' monthly outstanding balance of OpCo GUC Claims averaged approximately $840,000. The OpCo Debtors estimate that, as of the Petition Date, there are approximately $863,000 of accrued and unpaid OpCo GUC Claims, approximately $26,000 of which are related to ongoing business operations and will come due prior to the hearing on the Final Order (the "Interim Period"). On average, the Debtors' estimate an average monthly payment of $285,000 in the YTD May 2023 period driven mostly by audit and regulatory legal advisory services.

115. The OpCo Debtors assert that the payment of the OpCo GUC Claims in the ordinary course of business is necessary both to: (i) avoid the risk of key vendors and service providers withholding essential services or refusing to sell goods to the OpCo Debtors and (ii) streamline the confirmation of the OpCo Plan. No party in interest will be prejudiced by the relief requested because the OpCo GUC Claims will be rendered unimpaired under the OpCo Plan and will be paid in full. Thus, the Motion seeks only to alter only the timing of such payment.

116. Moreover, a small amount of the OpCo GUC Claims may be covered by section 503(b)(9) of the Bankruptcy Code, *i.e.*, these are claims on account of goods delivered to the OpCo Debtors within 20 days of the Petition Date. I understand that such claims are entitled to administrative priority and will have to be paid in full on the effective date of the OpCo Plan. Similarly, I understand that a small amount of the OpCo GUC Claims may be secured by possessory liens, such as mechanics' and warehousemen's and shippers' claims against the OpCo Debtors' estates, which would also require such claims to be paid in full on the effective date of the OpCo Plan.

117. I also believe that it is a sound exercise of their business judgment to pay the OpCo GUC Claims as they become due in the ordinary course of business because doing so will avoid

value-destructive business interruption. The goods and services provided by the OpCo GUC Creditors are necessary for the continued, uninterrupted operation of the OpCo Debtors' business. Nonperformance by OpCo GUC Creditors could materially disrupt the OpCo Debtors' business operations and jeopardize their reorganization prospects. If some OpCo GUC Creditors refuse to perform their obligations, I believe the OpCo Debtors may find it very difficult to locate replacements of logistical scope necessary to support their operations. Even where it is possible to obtain replacement goods and services, doing so would likely cause substantial delay and significant costs.

118. Based on the foregoing, I believe that the relief requested in the GUC Motion is in the best interests of the Debtors, their estates, and all other parties in interest and should be granted in all respects.

CONCLUSION

119. I believe that the relief requested in the First Day Motions is necessary, in the best interests of the Debtors' estates, their creditors, and all other parties in interest, and will allow the Debtors to operate with minimal disruption and maximize value during the pendency of these Chapter 11 Cases. Failure to grant the relief requested in any of the substantive First Day Motions may result in immediate and irreparable harm to the Debtors, their businesses, and their estates.

120. Accordingly, for the reasons set forth herein and in each respective First Day Motion, the Court should grant the relief requested in each of the First Day Motions.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Dated: June 8, 2023

/s/ James Boyden
James Boyden

Exhibit A

THIS RESTRUCTURING SUPPORT AGREEMENT AND THE DOCUMENTS ATTACHED HERETO COLLECTIVELY DESCRIBE A PROPOSED RESTRUCTURING OF THE COMPANY PARTIES (AS DEFINED HEREIN) THAT WILL BE EFFECTUATED THROUGH THE COMMENCEMENT OF CHAPTER 11 CASES (AS DEFINED HEREIN) IN THE BANKRUPTCY COURT (AS DEFINED HEREIN).

THIS RESTRUCTURING SUPPORT AGREEMENT DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE (AS DEFINED HEREIN), IT BEING UNDERSTOOD THAT SUCH AN OFFER OR SOLICITATION, IF ANY, WILL BE MADE ONLY IN COMPLIANCE WITH APPLICABLE LAW.

NOTHING IN THIS RESTRUCTURING SUPPORT AGREEMENT IS AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE (AS DEFINED HEREIN), WILL BE BINDING ON ANY OF THE PARTIES HERETO. THIS RESTRUCTURING SUPPORT AGREEMENT IS PROFFERED IN THE NATURE OF A SETTLEMENT PROPOSAL IN FURTHERANCE OF SETTLEMENT DISCUSSIONS. ACCORDINGLY, THIS RESTRUCTURING SUPPORT AGREEMENT AND THE INFORMATION CONTAINED HEREIN ARE ENTITLED TO PROTECTION FROM ANY USE OR DISCLOSURE TO ANY PARTY OR PERSON PURSUANT TO RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE RULE, STATUTE OR DOCTRINE OF SIMILAR IMPORT PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS.

THIS RESTRUCTURING SUPPORT AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES AND OTHER PROVISIONS WITH RESPECT TO THE PROPOSED RESTRUCTURING DESCRIBED HEREIN, WHICH PROPOSED RESTRUCTURING WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS (AS DEFINED HEREIN) INCORPORATING THE TERMS SET FORTH HEREIN AND THE CLOSING OF ANY PROPOSED RESTRUCTURING SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS AND THE APPROVAL RIGHTS OF THE PARTIES SET FORTH HEREIN AND IN SUCH DEFINITIVE DOCUMENTS.

Restructuring Support Agreement

This Restructuring Support Agreement (together with the Supplemental Implementation Term Sheet attached hereto as **Exhibit A** (including any exhibits, annexes, schedules and attachments thereto, in each case, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof, the "Implementation Term Sheet") and any other exhibits, annexes, schedules and attachments hereto, in each case, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof, collectively this "Agreement"), dated as of June 8, 2023 (the "Execution Date"), is entered into by:[1]

a. Lucky Bucks, LLC, a Georgia limited liability company ("Lucky Bucks"), Lucky Bucks HoldCo, LLC, a Delaware limited liability company ("HoldCo" and, together with Lucky Bucks, the "OpCo Debtors"), and Lucky Bucks Holdings LLC, a Delaware limited liability company ("Holdings" and, together with the OpCo Debtors, the "Company Parties" or the "Debtors");

b. the undersigned beneficial holders or investment advisors, sub-advisors or managers of funds or discretionary accounts that hold term loans, revolving loans and/or revolving commitments issued under the Prepetition OpCo First Lien Credit Agreement, in each case, that have executed and delivered counterpart signature pages to this Agreement, a Joinder or a Transfer Agreement to counsel to the Company Parties (such parties described in this clause (b), the "Consenting Prepetition Lenders");

c. the OpCo DIP Lenders (together with the Consenting Prepetition Lenders, the "Consenting Lenders");

d. Manu Sekhri, James Boyden, Shafik Kassam, Anil Damani, Ryan Bouskill, Hassan Ijaz and Stephanie Polito, in each case, that have executed and delivered (i) counterpart signature pages to this Agreement or a Joinder and (ii) the Holdings Settlement Agreement, in each case, on the date hereof or on or prior to the sixth (6th) Business Day following the Petition Date (each, a "Consultant" and, collectively, the "Consultants"); and

[1] Capitalized terms used but not defined in the preamble and recitals to the Agreement have the meanings ascribed to them in Section 1.1 of this Agreement or the Implementation Term Sheet, as applicable.

e. Southern Star Gaming, LLC, a Delaware limited liability company ("SSG"), Lucky Bucks Ventures, Inc., a Georgia corporation ("LBVI"), TCFIII Luck Acquisition LLC, a Delaware limited liability company ("Luck Acquisition"), and TCFIII Luck SPV LP, a Delaware limited partnership ("Luck SPV"), in each case, that have executed and delivered (i) counterpart signature pages to this Agreement or a Joinder and (ii) the Holdings Settlement Agreement, in each case, on the date hereof or on or prior to the sixth (6th) Business Day following the Petition Date (such parties described in this clause (e), collectively and solely in their capacities as current holders of Interests in Holdings, the "Sponsors" and, together with the Consenting Lenders and the Consultants, the "Consenting Parties").

Each Company Party and each of the Consenting Parties is referred to in this Agreement as a "Party".

Recitals

A. Certain of the Consenting Prepetition Lenders hold term loans under the TL Facility and are members of an ad hoc group of lenders (such Consenting Prepetition Lenders, the "TL Ad Hoc Group") presently represented by the TL Ad Hoc Group Advisors.

B. Certain of the Consenting Prepetition Lenders hold revolving loans and commitments under the RC Facility and are members of an ad hoc group of lenders (the "RC Ad Hoc Group" and, together with the TL Ad Hoc Group, the "Ad Hoc Groups") presently represented by the RC Ad Hoc Group Advisors.

C. The Parties have engaged in arm's-length, good faith discussions and negotiations regarding each of (i) a potential sale of all or substantially all of the OpCo Debtors' assets or equity in the Reorganized OpCo Debtors pursuant to sections 1129 and 363 of the Bankruptcy Code (each, a "Sale Transaction") and (ii) a restructuring of certain of the Company Parties' obligations, including the OpCo Debtors' obligations under the Prepetition OpCo First Lien Credit Agreement (a "Stand-Alone Restructuring Transaction").

D. The Company Parties have requested that the Consenting Parties support one or more restructuring transactions and certain related transactions (collectively, a "Restructuring"), consisting of either: a (i) Sale Transaction or (ii) Stand-Alone Restructuring Transaction, each on the terms set forth in this Agreement, and the Consenting Parties have agreed to take certain actions in support of the Restructuring on the terms set forth in this Agreement.

E. As of the date of this Agreement, (i) the Consenting Prepetition Lenders, in the aggregate, hold, own or control approximately 91% of the aggregate principal amount of the term loans outstanding under the TL Facility and 18% of

the aggregate principal amount of the revolving loans outstanding under the RC Facility and (ii) the Sponsors, in the aggregate, hold, own or control 100% of the Interests in Holdings.

F. The Parties have agreed to undertake a Restructuring by means of a single document that includes the joint prepackaged chapter 11 plan of reorganization, a copy of which is annexed hereto as **Exhibit B** (the "Plan"), for (i) the OpCo Debtors (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof, collectively, the "OpCo Plan") and (ii) Holdings (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof, the "Holdings Plan"), to be implemented in jointly administered voluntary cases (the "Chapter 11 Cases") to be filed by the Company Parties under chapter 11 of title 11 of the United States Code (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

G. The OpCo DIP Lenders have committed to provide postpetition financing to the OpCo Debtors pursuant to and subject to the terms of that certain $82,000,000 Senior Secured Superpriority Debtor in Possession Credit Facility Commitment Letter, a copy of which is annexed hereto as **Exhibit C** (collectively with the term sheet attached thereto, the "OpCo DIP Commitment Letter and Term Sheet," and the financing contemplated thereby, the "OpCo DIP Facility").

H. An Affiliate of Luck Acquisition and Luck SPV and the OpCo Debtors are anticipated to provide a two-tranche $4,000,000 postpetition senior secured debtor in possession credit facility as contemplated pursuant to the Implementation Term Sheet (the "Holdings DIP Facility").

I. In connection with and contingent upon the consummation of the Stand-Alone Restructuring Transaction, certain Consenting Lenders have committed to provide exit financing to the Reorganized OpCo Debtors pursuant to and subject to the terms of that certain $104,500,000 Senior Secured Exit Facility Commitment Letter, a copy of which is annexed hereto as **Exhibit D** (collectively with the term sheet attached thereto, the "OpCo Exit Facility Commitment Letter and Term Sheet," and the financing contemplated thereby, the "OpCo Exit Facility").

J. Holdings has entered into a compromise and settlement of claims with certain Persons reflected in the Holdings Settlement Agreement annexed hereto as **Exhibit E**.

K. Subject to the terms and conditions set forth herein, the Parties desire to express to one another their mutual support for and commitment in respect of the matters set forth in this Agreement, including the Plan, the Implementation Term Sheet, the OpCo DIP Commitment Letter and Term Sheet, the OpCo Exit Facility Commitment Letter and Term Sheet and the Holdings Settlement Agreement.

Now, therefore, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each on a several but not a joint nor a joint and several basis, agree as follows:

Agreement

Section 1. Definitions and Interpretation

1.1. For the purposes of this Agreement, the following terms shall have the following definitions:

"Acceptable Sale" has the meaning set forth in the Implementation Term Sheet.

"Ad Hoc Groups" has the meaning set forth in the recitals to this Agreement.

"Additional Consenting Party" has the meaning set forth in Section 6.7 of this Agreement.

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

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

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Agreement Effective Date" has the meaning set forth in Section 3.1 of this Agreement.

"Akin" means Akin Gump Strauss Hauer & Feld LLP, legal advisor to the TL Ad Hoc Group.

"Alternative Transaction Proposal" means any plan, inquiry, proposal, offer, bid, term sheet, discussion or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, asset sale, consent solicitation, exchange offer, tender offer, recapitalization, plan of reorganization, share exchange, business combination or similar transaction involving any one or more Company Parties or the debt, equity or other Interests in any one or more Company Parties that is an alternative to the Restructuring.

"Assumed Executory Contracts and Unexpired Leases List" means the list, as determined by the OpCo Debtors, with the consent of the Required Consenting Lenders, of executory contracts and unexpired leases that will be assumed by the Reorganized OpCo Debtors pursuant to the OpCo Plan, which list may be amended from time to time with the consent of the Required Consenting Lenders.

"Bankruptcy Code" has the meaning set forth in the recitals to this Agreement.

"Bankruptcy Court" has the meaning set forth in the recitals to this Agreement.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure and the local rules and general orders of the Bankruptcy Court, as in effect on the Petition Date, if applicable, together with all amendments and modifications thereto subsequently made applicable to the Chapter 11 Cases.

"Benefit Agreement" means any employment, consulting, incentive compensation, bonus, deferred compensation, severance, change of control, retention, stock purchase, equity or equity-based compensation or similar agreement between any Company Party, on the one hand, and any Service Provider, on the other hand.

"Benefit Plan" means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA), whether or not subject to ERISA, and each other benefit or compensation, bonus, savings, pension, profit-sharing, retirement, deferred compensation, incentive compensation, employment, consulting, stock ownership, equity or equity-based compensation, paid time off, perquisite, fringe benefit, vacation, change of control, severance, retention, salary continuation, disability, death benefit, hospitalization, medical, life insurance, welfare benefit or other plan, program, policy, arrangement or agreement sponsored, maintained or contributed to or required to be maintained or contributed to by a Company Party, in each case, providing benefits to any Service Provider or any of their respective dependents or with respect to which a Company Party or any of its Affiliates has any liability, contingent or otherwise.

"Bidding Procedures" has the meaning set forth in the Plan.

"Bidding Procedures Motion" has the meaning set forth in Section 4.1.q of this Agreement.

"Bidding Procedures Order" has the meaning set forth in the Plan.

"Business Days" means any day other than a Saturday, Sunday or any other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

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

"Chapter 11 Cases" has the meaning set forth in the recitals to this Agreement.

"Chosen Courts" has the meaning set forth in Section 12.3 of this Agreement.

"Claim" has the meaning set forth in the section 101(5) of the Bankruptcy Code.

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

"COAM Law" means any law applicable to or governing the use, operation or licensing of COAMs, including all applicable Laws pursuant to which any governmental or regulatory authority possesses regulatory, licensing or permit authority over gaming or similar activities and all Laws of any governmental or regulatory authority applicable to the gaming or similar activities of the Company Parties in any jurisdiction, as in effect from time to time (including, (i) O.C.G.A. Title 50, Chapter 27, Article 3, (ii) all rules and regulations adopted or promulgated thereunder, including GLC Rules 13.1 and 13.2 and (iii) any successor statute or other laws relating to gaming in the State of Georgia) and the policies, interpretations and administration thereof by any applicable governmental and regulatory authorities.

"Cole Schotz" means Cole Schotz PC, legal counsel to the TL Ad Hoc Group.

"Company Advisors" has the meaning set forth in Section 6.3.n of this Agreement.

"Company Claims/Interests" means claims, as "claim" is defined in section 101 of the Bankruptcy Code, against any Company Party, including the Prepetition OpCo First Lien Claims, the OpCo DIP Facility Claims, the Holdings DIP Facility Claims and any Interest in Holdings.

"Company Parties" has the meaning set forth in the preamble to this Agreement.

"Confidentiality Agreement" means an executed confidentiality agreement, including with respect to the issuance of a "cleansing letter" or other public disclosure of material non-public information agreement in connection with the proposed Restructuring.

"Confirmation Order" has the meaning set forth in the Plan.

"Consenting Lenders" has the meaning set forth in the preamble to this Agreement.

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

"Consenting Parties" has the meaning set forth in the preamble to this Agreement.

"Consenting Parties Advisors" means the TL Ad Hoc Group Advisors, the RC Ad Hoc Group Advisors and the Sponsor and Consultant Advisors.

"Consenting Prepetition Lenders" has the meaning set forth in the preamble to this Agreement.

"Consultant" or "Consultants" have the meanings set forth in the preamble to this Agreement.

"Consulting Agreements" has the meaning set forth in the Plan.

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

"Covered Expenses" has the meaning set forth in Section 11 of this Agreement.

"Debtors" has the meaning set forth in the preamble to this Agreement.

"Definitive Documents" has the meaning set forth in Section 4.1 of this Agreement.

"Disclosure Statement" has the meaning set forth in the Plan.

"Disclosure Statement Order" has the meaning set forth in Section 4.1.h of this Agreement.

"Effective Period" has the meaning set forth in Section 3.3 of this Agreement.

"Emergence Award" has the meaning set forth in the Plan.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Execution Date" has the meaning set forth in the preamble to this Agreement.

"First Day Pleadings" has the meaning set forth in the Plan.

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

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

"Greenhill" means Greenhill & Co., LLC, investment banker to the TL Ad Hoc Group.

"HoldCo" has the meaning set forth in the preamble to this Agreement.

"HoldCo Manager" means Holdings, in its capacity as the sole manager of HoldCo.

"Holdings" has the meaning set forth in the preamble to this Agreement.

"Holdings Board" means the board of managers of Holdings.

"Holdings DIP Facility" has the meaning set forth in the recitals to this Agreement.

"Holdings DIP Facility Claims" has the meaning set forth in the Implementation Term Sheet.

"Holdings DIP Facility Documents" means any documents governing the Holdings DIP Facility that are entered into as contemplated by the Implementation Term Sheet and in accordance with this Agreement, the Holdings Final DIP Order and any amendments, modifications, and supplements thereto, and together with

any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements or modifications of any of the foregoing) related to or executed in connection therewith.

"Holdings DIP Motion" has the meaning set forth in Section 4.1.c of this Agreement.

"Holdings Final DIP Order" has the meaning set forth in the Plan.

"Holdings Plan" has the meaning set forth in the recitals to this Agreement.

"Holdings Settlement Agreement" has the meaning set forth in Section 4.1.p of this Agreement.

"Holdings Settlement Motion" has the meaning set forth in Section 4.1.p of this Agreement.

"Holdings Settlement Order" has the meaning set forth in Section 4.1.p of this Agreement.

"Implementation Term Sheet" has the meaning set forth in the preamble to this Agreement.

"Initial Bid" has the meaning set forth in the Implementation Term Sheet.

"Initial Outside Date" means 70 calendar days from the Petition Date.

"Interests" has the meaning set forth in the Plan.

"Joinder" has the meaning set forth in Section 6.7 of this Agreement.

"Latham" means Latham & Watkins LLP, legal counsel to the RC Ad Hoc Group.

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

"Lucky Bucks" has the meaning set forth in the preamble to this Agreement.

"Lucky Bucks Manager" means Holdings, in its capacity as the sole manager of Lucky Bucks.

"Marketing Process" has the meaning set forth in the Implementation Term Sheet.

"Milestones" has the meaning set forth in Section 5.2 of this Agreement.

"New Organizational Documents" means, collectively, the Governance Documents of the Reorganized OpCo Debtors.

"Non-Trive Sponsors" means LBVI.

"OnMessage" means OnMessage Public Strategy, advisor to the TL Ad Hoc Group.

"OpCo Debtors" has the meaning set forth in the preamble to this Agreement.

"OpCo DIP Commitment Letter and Term Sheet" has the meaning set forth in the recitals to this Agreement.

"OpCo DIP Facility" has the meaning set forth in the recitals to this Agreement.

"OpCo DIP Facility Claims" has the meaning set forth in the Implementation Term Sheet.

"OpCo DIP Facility Documents" has the meaning set forth in the OpCo DIP Commitment Letter and Term Sheet.

"OpCo DIP Lenders" means the lenders from time to time party to the OpCo DIP Commitment Letter and Term Sheet.

"OpCo DIP Motion" has the meaning set forth in Section 4.1.b of this Agreement.

"OpCo Exit Facility Commitment Letter and Term Sheet" has the meaning set forth in the recitals to this Agreement.

"OpCo Exit Facility Documents" has the meaning set forth in the OpCo Exit Facility Commitment Letter and Term Sheet.

"OpCo Final DIP Order" has the meaning set forth in the Plan.

"OpCo Interim DIP Order" has the meaning set forth in the Plan.

"OpCo Plan" has the meaning set forth in the recitals to this Agreement.

"OpCo Plan Effective Date" means the effective date of the OpCo Plan.

"Outside Date" means the Initial Outside Date, as may be extended for up to two (2) additional thirty (30) day periods for a total of sixty (60) days, in each case, with the prior written consent of the Required Consenting Lenders, in their sole discretion, and solely to the extent applicable regulatory approvals that are conditions precedent for the OpCo Plan Effective Date have not been obtained by the Initial Outside Date.

"Party" has the meaning set forth in the preamble to this Agreement.

"Petition Date" has the meaning set forth in 5.1.a of this Agreement.

"Permitted Transfer" has the meaning set forth in Section 6.8.b of this Agreement.

"Permitted Transferee" has the meaning set forth in Section 6.8.b of this Agreement.

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

"Plan Supplement" means the compilation of documents and forms of documents, schedules and exhibits (or substantially final forms thereof), in each case subject to the terms and provisions of this Agreement, as may be amended, restated supplemented or otherwise modified from time to time through and including the OpCo Plan Effective Date, which may include, as and to the extent applicable: (a) the New Organizational Documents; (b) the Schedule of Retained Causes of Action; (c) the Assumed Executory Contracts and Unexpired Leases List; (d) the OpCo Exit Facility Documents; (e) the Restructuring Steps Memorandum; and (f) any and all other documentation that is contemplated by the Plan.

"Plan" has the meaning set forth in the recitals to this Agreement.

"Prairie" means Prairie Peak LLC, operational advisor to the TL Ad Hoc Group.

"Prepetition OpCo First Lien Claims" has the meaning set forth in the Plan.

"Prepetition OpCo First Lien Credit Agreement" means that certain Credit Agreement, dated as of July 30, 2021 (as amended by the Incremental Facility Amendment No. 1, dated as of October 12, 2021, the Incremental Facility Amendment No. 2, dated as of October 27, 2021, the Amendment No. 3 to Credit Agreement, dated as of March 31, 2023, the Amendment No. 4 to Credit Agreement, dated as of April 6, 2023, the Amendment No. 5 to Credit Agreement, dated as of April 29, 2023, the Amendment No. 6 to Credit Agreement, dated as of May 5, 2023, the Amendment No. 7 to Credit Agreement, dated as of May 15, 2023, the Amendment No. 8 to the Credit Agreement, dated as of May 17, 2023, the Amendment No. 9 to the Credit Agreement, dated as of May 22, 2023, the Amendment No. 10 to the Credit Agreement, dated as of May 24, 2023, the Amendment No. 11 to the Credit Agreement, dated as of May 30, 2023, the Amendment No. 12 to the Credit Agreement, dated as of June 6, 2023, and as further amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, and consisting of the RC Facility and the TL Facility).

"Prospective Bidders" has the meaning set forth in the Implementation Term Sheet.

"Purchase Agreement" has the meaning set forth in the Implementation Term Sheet.

"Qualified Marketmaker" has the meaning set forth in Section 6.8.d(iii) of this Agreement.

"RC Ad Hoc Group" has the meaning set forth in the recitals to this Agreement (and for the avoidance of doubt, as of the Execution Date, consists solely of Macqaurie Capital Funding LLC).

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

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

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

"Related Party Agreement" has the meaning set forth in Section 9.3.b of this Agreement.

"Released Party" has the meaning set forth in the Plan.

"Reorganized OpCo Debtors" has the meaning set forth in the Plan.

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

"Required Consenting Parties" means the Required Consenting Lenders, each of the Sponsors and each of the Consultants.

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

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

"Restructuring" has the meaning set forth in the recitals to this Agreement.

"Restructuring Milestones" has the meaning set forth in Section 5.1 of this Agreement.

"Restructuring Steps Memorandum" means the summary of transaction steps to complete the Restructuring contemplated by the OpCo Plan, which shall be included in the Plan Supplement.

"Robbins" means Robbins Alloy Belinfante Littlefield LLC, regulatory counsel to the TL Ad Hoc Group.

"Sale Milestones" has the meaning set forth in Section 5.2 of this Agreement.

"Sale Transaction" has the meaning set forth in the recitals to this Agreement.

"Schedule of Retained Causes of Action" means the schedule of certain Causes of Action of the Debtors that are not released, waived or transferred pursuant to the OpCo Plan, as may be amended from time to time with the consent of the Required Consenting Lenders.

"Service Provider" means any employee, officer, director, manager or consultant of any Company Party.

"Severance Trigger Date" has the meaning set forth in the Plan.

"Solicitation" has the meaning set forth in Section 6.3.g of this Agreement.

"Solicitation Commencement Date" means the date on which the Debtors shall commence soliciting votes in respect of the Plan.

"Solicitation Materials" has the meaning set forth in the Plan.

"Sponsor Advisors" means Greenberg Traurig, LLP.

"Sponsor and Consultant Advisors" means Sponsor Advisors and Shearman & Sterling LLP.

"Sponsors" has the meaning set forth in the preamble to this Agreement.

"Stalking Horse Bid" means a stalking horse bid made in connection with a Sale Transaction and associated Milestones.

"Stand-Alone Restructuring Transaction" has the meaning set forth in the recitals to this Agreement.

"Termination Date" means, with respect to any Person, the date on which termination of this Agreement is effective with respect to such Person in accordance with Section 10 of this Agreement.

"TL Ad Hoc Group" has the meaning set forth in the recitals to this Agreement.

"TL Ad Hoc Group Advisors" means any professional and other advisors retained by the TL Ad Hoc Group, including each of Akin, Greenhill, Robbins, OnMessage, Cole Schotz, Prairie, and any other local counsel, and any other professionals and/or consultants retained by the TL Ad Hoc Group, if any, subject to the OpCo Debtors' consent, not to be unreasonably withheld.

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

"Toggle Milestone" has the meaning set forth in Section 5.2.b of this Agreement.

"Transfer" means to sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions).

"Transfer Agreement" has the meaning set forth in Section 6.7 of this Agreement.

"Transferor" has the meaning set forth in Section 6.8.a of this Agreement.

"Trive Sponsors" means, collectively, SSG, Luck Acquisition LLC and Luck SPV LP.

Section 2. **Form of Restructuring**

2.1. The principal terms of the Restructuring are set forth in the Plan and in the Implementation Term Sheet and will be implemented through the Plan, in each case, on terms consistent with this Agreement, including the Implementation Term Sheet.

Section 3. **Effectiveness**

3.1. This Agreement shall become effective and binding on each of the Parties on the date and time on which the last of the following conditions shall have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement (such date, the "Agreement Effective Date"):

a. Counterpart signature pages to this Agreement shall have been executed and delivered by:

(i) each of the Company Parties;

(ii) Consenting Lenders who (a) constitute a majority of the holders of the Prepetition OpCo First Lien Claims and (b) in the aggregate, hold, own or control, at least two-thirds of the Prepetition OpCo First Lien Claims;

(iii) each of the OpCo DIP Lenders;

(iv) each of the Consultants; and

(v) Sponsors who, in the aggregate, hold, own or control 100% of the Interests in Holdings; and

b. counsel to the Company Parties shall have given notice to the Consenting Parties Advisors in the manner set forth in Section 12.8 of this Agreement (by email or otherwise) that all signature pages contemplated by Section 3.1.a of this Agreement have been received.

3.2. Signature pages executed by Consenting Parties shall be delivered by the Consenting Parties: (a) to all other Consenting Parties in a redacted form that removes the amount of such Consenting Parties' holdings of Company Claims/Interests (to the extent applicable), (b) to the Company Parties and their advisors without redaction, (c) to the Agent and its advisors without redaction, (d) to the TL Ad Hoc Group Advisors without redaction, and (e) to the RC Ad Hoc Group Advisors without redaction. Each recipient of an unredacted signature page shall keep it in strict confidence, except as required by Law or lawful order.

3.3. This Agreement shall be effective with respect to a Party from the Agreement Effective Date (or, in the case of any Consenting Party that becomes a party hereto after the Agreement Effective Date, the date as of which such Consenting Party becomes a party hereto) until validly terminated pursuant to its terms with respect to such Party (such period, the "Effective Period").

Section 4. **Definitive Documents**

4.1. The "Definitive Documents" are all documents implementing the Restructuring, including:

a. all pleadings filed by any Company Party in connection with the Chapter 11 Cases (and related orders), including the First Day Pleadings and all proposed orders sought pursuant thereto;

b. the OpCo DIP Facility Documents, the motion to approve the OpCo DIP Facility (the "OpCo DIP Motion"), and the proposed OpCo Interim DIP Order and OpCo Final DIP Order;

c. the Holdings DIP Facility Documents, the motion to approve the Holdings DIP Facility (the "Holdings DIP Motion"), and the proposed Holdings Final DIP Order;

d. the Plan (and any and all exhibits, annexes and schedules thereto);

e. the Disclosure Statement (and any and all exhibits, annexes and schedules thereto);

f. the memorandum of law in support of confirmation of the Plan and the Confirmation Order for the Plan;

g. the Solicitation Materials and any motion seeking approval thereof;

h. the order of the Bankruptcy Court conditionally approving the Disclosure Statement and the Solicitation Materials (the "Disclosure Statement Order");

i. the OpCo Exit Facility Documents;

j. the Plan Supplement and each document included therein (including the Restructuring Steps Memorandum);

k. the motion seeking approval of and order of the Bankruptcy Court directing the Company Parties to assume and perform under the applicable OpCo DIP Commitment Letter and Term Sheet;

l. the New Organizational Documents;

m. the Consulting Agreements;

n. documentation relating to the Emergence Awards, as applicable;

o. any and all filings with or notices to any governmental or regulatory authority, in each case, as may be required under applicable Law (including any filings with or notices to the GLC or otherwise as required pursuant to the rules of the GLC and/or any other applicable COAM Laws) in connection with the Stand-Alone Restructuring Transactions or the occurrence of the OpCo Plan Effective Date;

p. any settlement agreement among any Company Party, any Sponsor, and any other direct or indirect equity holder of Holdings (any such settlement agreement, a "Holdings Settlement Agreement"), the

motion seeking approval of the Holdings Settlement Agreement pursuant to Bankruptcy Rule 9019 (the "Holdings Settlement Motion") and the proposed order approving the Holdings Settlement Motion (the "Holdings Settlement Order");

q. the Bidding Procedures, the Bidding Procedures Order and the motion seeking approval thereof (the "Bidding Procedures Motion");

r. any Purchase Agreement(s) and the order or orders approving the sale or sales contemplated thereby; and

s. any and all other deeds, agreements, filings, notifications, pleadings, orders, certificates, letters, instruments or other documents relating to the Restructuring or reasonably desirable or necessary to consummate and document the transactions contemplated by this Agreement or the Restructuring, including any agreements, instruments, pleadings, orders and/or documentation filed in the Chapter 11 Cases (including any exhibits, annexes, schedules, amendments, modifications or supplements made from time to time thereto).

4.2. The Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date remain subject to negotiation and completion. Upon completion, the Definitive Documents shall contain terms, conditions, representations, warranties and covenants consistent with the terms of this Agreement, as may be modified, amended or supplemented in accordance with Section 7. Further, the Definitive Documents not executed or in a form attached to this Agreement as of the Execution Date shall be consistent with this Agreement in all respects and otherwise reasonably acceptable in form and substance to (a) the OpCo Debtors and (b) the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders); provided, that (i) any Definitive Document that a Sponsor or a Consultant is required to execute and deliver to any of the other Parties shall be in form and substance reasonably acceptable to such Sponsor or Consultant, (ii) the New Organizational Documents, the Restructuring Steps Memorandum and documentation relating to the Emergence Awards, as applicable, shall be determined by and acceptable in form and substance solely to the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), (iii) the Consulting Agreements shall be in form and substance acceptable to the applicable Consultant and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), (iv) the Holdings DIP Facility Documents, the Holdings DIP Motion and the Holdings Final DIP Order shall be in form and substance reasonably acceptable to the Company Parties, the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), the Sponsors, the Consultants and the lenders under the Holdings DIP Facility, (v) the Holdings Settlement Agreement, the Holdings Settlement

Motion and the Holdings Settlement Order shall be in form and substance reasonably acceptable to the Company Parties and the other parties thereto, the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), the Sponsors and the Consultants and (vi) any provision of the Plan that adversely modifies or affects any release, exculpation, injunction, indemnification or insurance provisions related to or for the benefit of the Sponsors or Consultants or any of their respective Related Parties in any respect shall be acceptable to the Sponsors or Consultants, as applicable; provided, further, (x) that any ruling by a court of competent jurisdiction (including the Bankruptcy Court) permitting a holder of Company Claims/Interests other than a Consenting Lender to opt out of releases in the Plan shall not give rise to any consent right with respect to any Sponsor or Consultant and (y) in the event that a holder of Interests in Holdings or a party that would have otherwise been a Sponsor or a Consultant fails to execute and deliver both (1) a signature page to this Agreement or a Joinder and (2) the Holdings Settlement Agreement, in each case, on the date hereof or on or prior to the sixth (6th) Business Day following the Petition Date, then such holder or party that would have otherwise been a Sponsor or a Consultant shall not be a "Sponsor" or "Consultant" hereunder, and shall not receive or have the benefit of any release, exculpation, injunction, indemnification or insurance provisions in the Plan or any of the Definitive Documents in any respect (whether directly or indirectly as a Related Party of any other Related Party or other Person) nor shall any consent rights under this Agreement of any other Sponsor or any other Consultant be implicated as a result of any amendment or modification of any Definitive Document to give effect to this proviso to the extent such other Sponsor's or Consultant's rights or obligations are not affected by such amendment or modification.

Section 5. **Milestones**

5.1. The Company Parties shall implement the Restructuring in accordance with the following milestones (the "Restructuring Milestones"), as applicable, unless otherwise extended or waived in writing by the Company Parties and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) (in each case, with email from counsel being sufficient):

a. On or prior to the Petition Date, the Solicitation Commencement Date shall have occurred;

b. The Company Parties shall commence the Chapter 11 Cases in the Bankruptcy Court and file the First Day Pleadings and the OpCo DIP Motion (including the OpCo Interim DIP Order) not later than June 8, 2023 (the date of such filing, the "Petition Date");

c. On the Petition Date, the Company Parties shall file with the Bankruptcy Court the Plan and Disclosure Statement;

d. On the Petition Date, Holdings shall file with the Bankruptcy Court the Holdings Settlement Motion;

e. The Company Parties shall have provided notice of filing of the Chapter 11 Cases to the GLC, in form and substance as mutually agreed by the Company Parties and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), not later than one (1) calendar day after the Petition Date;

f. The Bankruptcy Court shall have entered the OpCo Interim DIP Order not later than six (6) calendar days after the Petition Date;

g. The Company Parties shall have filed any and all applications and notifications that are necessary or required in connection with obtaining the applicable approvals of the GLC or as may be required under the rules of the GLC or any other applicable COAM Laws with respect to the Stand-Alone Restructuring Transactions or the occurrence of the OpCo Plan Effective Date not later than ten (10) calendar days after the Petition Date, in each case, unless such application or notification is required to be filed on an earlier date under applicable Law;

h. The Bankruptcy Court shall have entered the OpCo Final DIP Order not later than thirty-five (35) calendar days after the Petition Date;

i. The Bankruptcy Court shall have entered the Confirmation Order not later than sixty (60) calendar days after the Petition Date with respect to the OpCo Plan;

j. The Holdings Plan shall be severed from the OpCo Plan on the Severance Trigger Date, if applicable;

k. The Bankruptcy Court shall have entered the Holdings Settlement Order not later than sixty (60) calendar days after the Petition Date; provided, however, that if this Milestone is not achieved by the Severance Trigger Date, this Restructuring Milestone may be waived with respect to the OpCo Plan by the Required Consenting Lenders (in their sole discretion (but in consultation with the Consenting RC Ad Hoc Group Lenders)); and

l. The OpCo Plan Effective Date shall have occurred not later than five (5) calendar days after the later of (a) the receipt of any required approvals of the GLC or as otherwise may be required under the rules of the GLC or any other applicable COAM Law in connection with the Stand-Alone Restructuring Transactions and the occurrence of the OpCo Plan Effective Date and (b) the entry of the Confirmation Order.

5.2. The Company Parties shall, unless the Toggle Milestone is reached, implement a Sale Transaction in accordance with the following milestones (the "Sale Milestones" and, together with the Restructuring Milestones, the "Milestones"), as applicable, unless otherwise extended or waived in writing by the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) (in each case, with email from counsel being sufficient):

a. If requested by the Required Consenting Lenders, the Company Parties shall file the motion for approval of the Sale Transaction and Bidding Procedures not later than two (2) calendar days after receipt of such request;

b. The Bankruptcy Court shall have entered the Bidding Procedures Order not later than sixteen (16) calendar days after the filing of the motion for approval of the Sale Transaction and Bidding Procedures;

c. The OpCo Debtors and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) shall (i) determine whether one or more Initial Bids shall be pursued without a Stalking Horse Bid, (ii) agree on a Stalking Horse Bid, or (iii) determine to exclusively pursue the Stand-Alone Restructuring Transaction (the "Toggle Milestone") not later than thirty-three (33) calendar days after the Petition Date; and

d. In the event that (i) the OpCo Debtors and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) have not determined to pursue exclusively the Stand-Alone Restructuring Transaction and (ii) a Purchase Agreement has been entered into with respect to an Acceptable Sale, (A) the Bankruptcy Court shall have entered a Confirmation Order approving such Acceptable Sale not later than sixty (60) calendar days after the Petition Date and (B) such Acceptable Sale shall have been consummated not later than eighty-five (85) calendar days after the Petition Date, subject to any necessary extensions for regulatory approval; provided, that such date shall not exceed the Outside Date without the consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

Section 6. **Restructuring and Related Support**

6.1. The Company Parties' Obligations. During the Effective Period, the applicable Company Parties agree to perform or comply, as applicable, with the following obligations:

a. use best efforts to (i) pursue the Restructuring on the terms of, and in accordance with the Milestones set forth in this Agreement, including (A) by negotiating the Definitive Documents in good faith and executing and delivering any applicable Definitive Documents as and when required and (B) by engaging in the Marketing Process, providing relevant and customary diligence information to Prospective Bidders, providing reasonable access to the management, consultants and advisors of the Company Parties for the purposes of evaluating the Company Parties' assets, liabilities, operations, businesses, finances, strategies, prospects and affairs and negotiation a Purchase Agreement, and using best efforts to consummate the Sale Transaction, in each case, in accordance with the Bidding Procedures and with the consent and at the direction of the Required Consenting Lenders, (ii) cooperate with the Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) to obtain Bankruptcy Court approval of the Definitive Documents, as applicable, and (iii) support and take all steps reasonably necessary and desirable to consummate the Restructuring in accordance with this Agreement (including the Implementation Term Sheet and the Milestones);

b. to the extent any legal, financial or structural impediment arises that would prevent, hinder or delay the consummation of the Restructuring, support and take all steps reasonably necessary and desirable to address any such impediment;

c. use best efforts to obtain any and all required approvals of and to provide required notices to any governmental or regulatory authority or any other third party (including any required approvals of or required notices to the GLC or otherwise as required pursuant to the rules of the GLC and/or any other applicable COAM Law) in connection with the Stand-Alone Restructuring Transactions or the occurrence of the OpCo Plan Effective Date, including (i) promptly commencing any required governmental or regulatory approval processes and (ii) providing regular progress reports with respect to required governmental or regulatory approval processes (including copies of any communications from or requests for information or additional approvals, filings with or notices to such governmental or regulatory authority); provided, that any agreements with or commitments to any governmental or regulatory authority (including the GLC) shall require the prior written approval (email being sufficient) of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders);

d. use commercially reasonable efforts to seek additional support for the Restructuring from any other material stakeholders of the Company Parties to the extent reasonably prudent and, to the extent the Company

Parties receive any Joinders or Transfer Agreements, notify the Consenting Parties Advisors of such Joinders and Transfer Agreements;

e. (i) operate the business of the OpCo Debtors in the ordinary course of business in a manner that is consistent with this Agreement and past practices, and use commercially reasonable efforts to preserve intact the OpCo Debtors' business organization and relationships with third parties (including location owners, lessors, licensors, content providers, suppliers, distributors, customers and governmental and regulatory authorities (including the GLC)) and employees; (ii) keep the TL Ad Hoc Group Advisors, the RC Ad Hoc Group Advisors and the Sponsor Advisors informed about the operations of the OpCo Debtors; (iii) keep the TL Ad Hoc Group Advisors and the RC Ad Hoc Group Advisors informed regarding the status of the Marketing Process and discussions and negotiations with any Prospective Bidders (including by providing copies of any drafts of applicable Purchase Agreements or other definitive agreements related thereto as and when provided to or from any such Prospective Bidder) and provide the Consenting Lenders and the TL Ad Hoc Group Advisors with access to, and permit the Consenting Lenders and the TL Ad Hoc Group Advisors to have direct discussions with, any Prospective Bidders in connection therewith or otherwise regarding a potential Sale Transaction (notwithstanding any provision of a Confidentiality Agreement or similar confidentiality obligation or agreement), in each case, with the consent and at the direction of the Required Consenting Lenders; (iv) provide the Sponsor Advisors copies of any drafts of applicable Purchase Agreements or other definitive agreements related thereto as and when provided to or from any such Prospective Bidder; (v) provide the TL Ad Hoc Group Advisors, the RC Ad Hoc Group Advisors and the Sponsor Advisors any information requested regarding the Company Parties and provide, and direct the Company Parties' employees, officers, consultants (including the Consultants), advisors and other representatives to provide, to the TL Ad Hoc Group Advisors, the RC Ad Hoc Group Advisors and the Sponsor Advisors: (A) reasonable access during normal business hours to the Company Parties' books, records and facilities, (B) reasonable access to the management, consultants (including the Consultants) and advisors of the Company Parties for the purposes of evaluating the Company Parties' assets, liabilities, operations, businesses, finances, strategies, prospects and affairs, and (C) such other information as reasonably requested by any of the TL Ad Hoc Group Advisors or the RC Ad Hoc Group Advisors; (vi) promptly notify the Consenting Parties Advisors of any governmental or third party complaints, litigations, inquires, orders to show cause, cease and desist orders, notices of violation, notice of apparent liability, orders of forfeiture, investigations or hearings (or communications indicating that the same may

be contemplated or threatened); and (vii) cooperate in good faith to structure the Restructuring in a tax efficient manner;

f. (i) stipulate to the allowance and amounts of the Prepetition OpCo First Lien Claims and to the validity of the liens securing such Prepetition OpCo First Lien Claims, including liens on cash collateral, and (ii) timely file a formal objection to any motion filed with the Bankruptcy Court by a third party challenging the validity, enforceability, perfection or priority of, or seeking avoidance, disallowance or subordination of, any portion of the Prepetition OpCo First Lien Claims or the liens securing such Prepetition OpCo First Lien Claims (as applicable);

g. cooperate and consult with the Consenting Lenders and the Consenting RC Ad Hoc Group Lenders with respect to the development and adoption of the OpCo Debtors' business plan, including any business plans contemplated by the Implementation Term Sheet; provided, that (i) the material elements of the OpCo Debtors' business plan shall require the prior approval of the Required Consenting Lenders in consultation with the Consenting RC Ad Hoc Group Lenders and (ii) nothing contained herein or in the Implementation Term Sheet requires the Debtors to implement such a strategy or represents an endorsement, either expressly or implicitly, of any such strategy by any of the Consenting Lenders;

h. timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order (i) directing the appointment of a trustee or examiner (with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code), (ii) converting either of the Chapter 11 Cases of the OpCo Debtors to cases under chapter 7 of the Bankruptcy Code, or (iii) dismissing either of the Chapter 11 Cases of the OpCo Debtors;

i. timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order modifying or terminating the Company Parties' exclusive right to file and/or solicit acceptances of a plan of reorganization, as applicable; and

j. not (i) take any action, and not encourage any other Person to take any action, directly or indirectly, that would reasonably be expected to breach or be inconsistent with this Agreement; (ii) interfere with the acceptance or implementation of the Restructuring, this Agreement or the Plan; (iii) object to, delay, impede or take any other action to interfere with acceptance, implementation or consummation of the Restructuring, including any action not expressly contemplated hereby that would be reasonably likely to delay, impede or interfere with timely receipt of any required regulatory approvals of the Restructuring; (iv) take any action that

is inconsistent with, or is intended to frustrate or impede approval, implementation and consummation of the Restructuring described in, this Agreement or the Plan, including any action not expressly contemplated hereby that would be reasonably likely to frustrate or impede the timely receipt of any required regulatory approvals of the Restructuring; (v) modify the Plan, in whole or in part, to reflect terms that are not consistent with this Agreement; (vi) file any motion, pleading or Definitive Documents with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement (including the consent rights of the Consenting Parties set forth herein as to the form and substance of such motion, pleading or other Definitive Document) or the Plan; (vii) sell (including, but not limited to, any sale leaseback transaction), lease, mortgage, pledge, grant or incur any encumbrance on, or otherwise Transfer, any properties or assets of the Company Parties, including any Interests; (viii) purchase, lease or otherwise acquire (by merger, exchange, consolidation, acquisition of stock or assets or otherwise) any assets or properties, other than in the ordinary course of business; (ix) purchase or acquire any indebtedness, debt securities or equity securities of any Person; (x) make any loans or advances to, or investments in, any Person, other than in the ordinary course of business; (xi) (A) merge with or into, or consolidate or amalgamate with, any other Person, (B) permit any other Person to merge with or into, or consolidate or amalgamate with, it, or (C) enter into any joint venture, partnership, sharing of profits or other similar arrangement involving co-investment between a Company Party or subsidiary thereof and any other Person; (xii) split, combine or reclassify any of their respective Interests, or declare, set aside or pay any dividend or other distribution payable in cash, stock, property or otherwise with respect to any of their respective Interests; or (xiii) take any of the actions set forth on Schedule 6.1.j.

6.2. Fiduciary Duties.

a. Subject to Section 6.2.b, the OpCo Debtors may consider and respond to an Alternative Transaction Proposal, solely to the extent (i) each of the HoldCo Manager and the Lucky Bucks Manager determines, based on the written advice of outside legal counsel and outside financial advisors, in good faith, and consistent with its fiduciary duties, that (A) such Alternative Transaction Proposal would maximize the value of the OpCo Debtors' estates and recoveries to all Consenting Lenders as compared to the Restructuring, and (B) proceeding with the Restructuring would be inconsistent with the applicable fiduciary duties of the HoldCo Manager and the Lucky Bucks Manager, as applicable, with respect to the OpCo Debtors; and (ii) prior to the earlier of (x) making a public announcement regarding

their intention to accept an Alternative Transaction Proposal or (y) entering into a definitive agreement with respect to an Alternative Transaction Proposal, the OpCo Debtors shall have terminated this Agreement pursuant to Section 10.2.c. The OpCo Debtors shall give the Consenting Parties Advisors not less than three (3) Business Days' prior written notice before exercising such termination right in accordance with this Agreement. If any Company Party receives a written or oral proposal or expression of interest regarding any Alternative Transaction Proposal, such Company Party shall promptly notify (email being sufficient and in any event no later than twenty-four (24) hours after receipt) the TL Ad Hoc Group Advisors, the RC Ad Hoc Group Advisors and the Sponsor and Consultant Advisors of the proposal or expression of interest, including its material terms.

b. Notwithstanding anything to the contrary herein, nothing in this Agreement shall require any manager, director, consultant (including the Consultants) or officer of any Company Party (including any manager, director or officer of a Sponsor in such Person's capacity as a member of any such body), after consulting with and upon determination of outside counsel, to take any action or inaction, in each case, to the extent taking or failing to take such action would be inconsistent with applicable Law or any of its or their fiduciary duties under applicable Law or its or their fiduciary duties under such Person's applicable Governance Documents, and any such action or inaction pursuant to this Section 6.2 shall not be deemed to constitute a breach of this Agreement; provided, that the applicable Company Party, Sponsor or Consultant shall notify the Consenting Parties in writing promptly in the event of any such determination (and, in any event, no later than three (3) Business Days following such determination and at least three (3) Business Days prior to the time such Company Party intends to take such action or inaction), in which case the Consenting Parties will have a termination right pursuant to Section 10.1.f.

6.3. Consenting Parties' Obligations. During the Effective Period, each Consenting Party, severally and neither jointly nor jointly and severally, agrees, with respect to all Company Claims/Interests held, to perform and comply, as applicable, with the following obligations:

a. use commercially reasonable efforts to support the Restructuring on the terms of this Agreement, including by negotiating the applicable Definitive Documents in good faith and executing and delivering any applicable Definitive Documents as and when required;

b. use commercially reasonable efforts to provide any necessary information with respect to any required approvals of or required filings with or notices to any governmental or regulatory authority (including any required approvals of or required notices to the GLC or otherwise as

required pursuant to the rules of the GLC and/or any other applicable COAM Law) in connection with the Stand-Alone Restructuring Transactions or the occurrence of the OpCo Plan Effective Date, including by providing the information set forth on Schedule 6.3.b;

c. not take any action, and not encourage any other Person to take any action, directly or indirectly, including giving any direction to the Agent, that would reasonably be expected to (i) breach or be inconsistent with this Agreement or (ii) interfere with the implementation of the Restructuring, this Agreement or the Plan;

d. not take any other action, including initiating or joining in any legal proceeding, that is inconsistent with its obligations under this Agreement; provided, that the Consenting Lenders agree that this Agreement constitutes a direction to the Agent to refrain from taking any action available to, or power conferred on, the Agent against the Company Parties that is inconsistent with the Consenting Lenders' obligations under this Agreement; provided, further, nothing in this Agreement shall limit the right of any Consenting Party to exercise any right or remedy provided under this Agreement or any other Definitive Document;

e. with respect to the Consenting Lenders, forbear from exercising, directly or indirectly, any rights or remedies or from asserting or bringing any claims under or with respect to the Prepetition OpCo First Lien Credit Agreement against the Company Parties or any of their respective assets, but only to the extent such exercise is inconsistent with this Agreement; provided, nothing in this Agreement shall limit the right of any Consenting Party to exercise any right or remedy provided under this Agreement or any other Definitive Document;

f. support the entry of the (i) Bidding Procedures Order, if applicable, and (ii) orders granting relief sought by the First Day Pleadings;

g. support the Plan and, subject to receipt of the Disclosure Statement and the Solicitation Materials and eligibility to vote with respect thereto, (i) timely vote (or cause to be voted) any Claims it may have against any Company Party to accept the applicable Plan by timely delivering a duly executed and completed ballot accepting such applicable Plan during the solicitation of votes on the Plan (the "Solicitation") and (ii) to the extent it is required to elect to opt in or to the extent it is permitted to elect to opt out of the releases set forth in the applicable Plan, consent to, opt in, and elect not to opt out of the releases set forth in such applicable Plan by timely delivering its duly executed and completed ballot(s) indicating such election;

h. not change, withdraw, amend or revoke (or cause to be changed, withdrawn, amended or revoked) any vote or election referred to in Section 6.3.g; provided, that nothing in this Agreement shall prevent any Consenting Party from changing, withdrawing, amending or revoking (or causing the same) its vote, election or consent with respect to the Plan if this Agreement has been terminated in accordance with its terms with respect to such Consenting Party;

i. support the OpCo Debtors' efforts to obtain Bankruptcy Court approval of the OpCo DIP Motion and entry of the OpCo Interim DIP Order and OpCo Final DIP Order and, with respect to the Consenting Lenders, execution of this Agreement shall be deemed consent to the priming of the liens securing the Prepetition OpCo First Lien Claims and to the use of cash collateral by the OpCo Debtors on terms set forth in the OpCo Interim DIP Order and the OpCo Final DIP Order;

j. support Holdings' efforts to obtain Bankruptcy Court approval of the Holdings DIP Motion, and the entry of the Holdings Final DIP Order;

k. support Holdings' efforts to obtain Bankruptcy Court approval of the Holdings Settlement Motion; provided, that the Consenting Lenders shall not be required to incur any costs or expenses in connection therewith; provided, further, that the foregoing limitation shall not apply to the TL Ad Hoc Group Advisors or RC Ad Hoc Group Advisors;

l. not challenge the validity, enforceability, perfection or priority of, or seek avoidance, disallowance or subordination of, any portion of the Prepetition OpCo First Lien Claims or the liens securing such Prepetition OpCo First Lien Claims;

m. negotiate in good faith the applicable Definitive Documents and use commercially reasonable efforts to complete and execute such Definitive Documents;

n. not object to the retention of (i) Milbank LLP, as restructuring counsel to the Company Parties, (ii) Evercore Group LLC and M3 Advisors, each as financial advisors to the Company Parties, (iii) Richards, Layton & Finger, P.A., as local counsel to the Company Parties, and (iv) Epiq Corporate Restructuring, LLC, as notice, claims and solicitation agent (all of the foregoing, collectively, the "Company Advisors"); provided that the terms of retention and compensation of such Company Advisors shall not materially change as of or subsequent to the Petition Date; and

o. not file, and oppose and not support, any motion to appoint a chapter 11 trustee, examiner or statutory committee in any of the Chapter 11 Cases.

6.4. Additional Sponsors' and Consultants' Obligations. During the Effective Period, each Sponsor and each Consultant agrees, with respect to all Company Claims/Interests held thereby, to perform and comply, as applicable, with the following obligations:

a. Subject to and upon the occurrence of the OpCo Plan Effective Date, waive all Claims (including any claims for payment of or reimbursement for taxes, any claims for accrued and unpaid management fees, and any claims for contribution) against any of the OpCo Debtors (other than (i) Claims related to any rights or defenses of any of the Sponsors or Consultants arising under this Agreement and implemented pursuant to the Plan or (ii) Claims arising under the contracts, agreements or arrangements set forth on Schedule 6.4.a); and

b. Not (x) Transfer, in whole or in part, any portion of its right, title or interests in any of its Interests in any Company Party, in each case, other than (i) direct or indirect Transfers of interests in any Sponsor or (ii) any deemed Transfers resulting from a change in entity classification of any of the Sponsors or (y) acquire any outstanding indebtedness of any Company Party, in the case of each of (x), and (y), to the extent such Transfer or other transaction or event may impair or adversely affect any of the tax attributes of the Company Parties (including under section 108 or 382 of the Internal Revenue Code of 1986 (as amended)).

6.5. Additional Provisions Regarding the Consenting Parties' Commitments. Notwithstanding anything contained in this Agreement, nothing in this Agreement shall: (a) affect the ability of any Consenting Party to consult with any other Consenting Party, the Company Parties or any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee); (b) impair or waive the rights of any Consenting Party to assert or raise any objection permitted under this Agreement in connection with the Plan or the Restructuring; (c) prevent any Consenting Party from enforcing this Agreement or contesting whether any matter, fact or thing is a breach of, or is inconsistent with, this Agreement; (d) other than as expressly contemplated by the OpCo DIP Facility, the Holdings DIP Facility or the OpCo Exit Facility, constitute a commitment to, or obligate any of the Consenting Parties to, provide any new financing or credit support for or to any Person; (e) obligate a Consenting Party to deliver a vote to support the Plan (or any other Restructuring) or prohibit a Consenting Party from withdrawing such vote from and after the Termination Date (other than a Termination Date as a result of the occurrence of the OpCo Plan Effective Date);

provided, that upon the withdrawal of any such vote after the Termination Date (other than a Termination Date as a result of the occurrence of the OpCo Plan Effective Date), such vote shall be deemed void *ab initio* and such Consenting Party shall have the opportunity to change its vote; (f) prevent any Consenting Party from taking any action which is required by applicable Law; (g) require any Consenting Party to take any action which is prohibited by applicable Law or to waive or forego the benefit of any applicable legal professional privilege; (h) unless provided for under this Agreement, incur any expenses, liabilities or other obligations, or agree to any commitments, undertakings, concessions, indemnities or other arrangements that could result in expenses, liabilities or other obligations; (i) prevent any Consenting Party by reason of this Agreement or the Restructuring from making, seeking or receiving any regulatory filings, notifications, consents, determinations, authorizations, permits, approvals, licenses or the like; or (j) prohibit any Consenting Party from taking any action that is not inconsistent with this Agreement. For the avoidance of doubt, unless the Restructuring is consummated, it is understood and agreed that any waiver granted pursuant to Section 6.3.e shall be deemed effective during the Effective Period only and shall not be deemed to be a permanent waiver of any default or event of default arising under the Prepetition OpCo First Lien Credit Agreement.

6.6. Specific Performance. The Parties agree that the exact nature and extent of damages resulting from a breach of this Agreement are uncertain and that any breach by a Party of this Agreement would result in irreparable harm to other Parties for which monetary damages would not be an adequate remedy. Each Party accordingly agrees that each other Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy of any such breach or threatened breach without the necessity of posting a bond. All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power or remedy by any Party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such Party or any other Party or require the termination of this Agreement to pursue such right, power or remedy.

6.7. Additional Parties. Any holder of Company Claims/Interests may, at any time after the occurrence of the Agreement Effective Date, become a party to this Agreement as a Consenting Party (an "Additional Consenting Party") by executing a joinder to this Agreement, substantially in the form annexed hereto as **Exhibit F** (the "Joinder"), or a transfer agreement, substantially in the form annexed hereto as **Exhibit G** (the "Transfer Agreement"), in each case, pursuant to which such Additional Consenting Party shall be bound by the terms of this Agreement as a Consenting Party hereunder as if such Additional Consenting Party had executed this Agreement in the first instance.

6.8. Transfer of Company Claims/Interests.

a. Except as expressly provided in this Section 6.8, during the Effective Period, no Consenting Party shall Transfer any ownership (including any beneficial ownership as defined in the Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of its Company Claims/Interests, in whole or in part (the Consenting Party making any such Transfer, the "Transferor"). Any purported Transfer of any Company Claims/Interests except as expressly provided in this Section 6.8.a shall be null and void *ab initio*.

b. However, a Transfer may be made if it otherwise complies with the requirements of the documentation evidencing such Company Claims/Interests and either (i) the transferee is another Consenting Party or (ii) if the transferee is not another Consenting Party, the transferee agrees in writing to be bound by the terms of this Agreement by executing a Joinder or Transfer Agreement (a transferee that satisfies such requirements (i) or (ii), a "Permitted Transferee," and such Transfer, a "Permitted Transfer"). Upon completion of a Permitted Transfer, (x) the Transferor shall be deemed to relinquish its rights (and be released from its obligations, except for any claim for breach of this Agreement that occurs prior to such Transfer) under this Agreement to the extent of such transferred Company Claims/Interests, and (y) the Permitted Transferee shall be deemed to be a Consenting Party under this Agreement with respect to such transferred Company Claims/Interests.

c. This Agreement shall in no way be construed to preclude the Consenting Parties from acquiring additional claims against the Company Parties, which shall automatically and immediately become Company Claims/Interests and deemed subject to this Agreement. Any Consenting Party that acquires additional claims against the Company Parties after executing this Agreement shall notify the Company Parties of such acquisition within two (2) Business Days after the closing of such acquisition.

d. Qualified Marketmakers.

(i) Notwithstanding anything to the contrary in this Section 6.8, a Consenting Party may Transfer its Company Claims/Interests to an entity that is acting in its capacity as a Qualified Marketmaker without the requirement that the Qualified Marketmaker become a Party to this Agreement, so long as (A) the Qualified Marketmaker does not hold any Company Claims/Interests in its capacity as a Qualified Marketmaker on any date that is also a deadline for voting on the Plan, and (B) the Qualified Marketmaker Transfers

any Company Claims/Interests to a Permitted Transferee within five (5) Business Days from its receipt of such Claims (or such earlier date as needed to comply with clause (A)). Any Transfer to a Qualified Marketmaker that does not comply with the foregoing procedures shall be deemed null and void *ab initio*.

(ii) To the extent that a Consenting Lender is acting in its capacity as a Qualified Marketmaker, it may Transfer any right, title or interests in any Company Claim/Interest that it acquires from a creditor that is not a Consenting Lender without the requirement that the transferee be or become a Consenting Lender. For the avoidance of doubt, for so long as the Consenting Lender holds a Company Claim/Interest that it has acquired from a creditor that is not a Consenting Lender, such Consenting Lender shall be bound by the obligations set forth in Section 6.3 of this Agreement with respect to such Company Claim/Interest.

(iii) A "Qualified Marketmaker" is an entity that (a) holds itself out to the market as standing ready in the ordinary course of its business to purchase from customers and sell to customers Company Claims/Interests (including debt securities or other debt) or enter with customers into long and short positions in Company Claims/Interests (including debt securities or other debts), in its capacity as a dealer or market maker in such Company Claims/Interests, and (b) is in fact regularly in the business of making a market in claims against issuers or borrowers (including debt securities and other debt.

e. Notwithstanding anything to the contrary in this Section 6.8, the restrictions on Transfer set forth in this Section 6.8 shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

6.9. Public Disclosure. The Company Parties will submit to the Consenting Parties Advisors all press releases, public filings, public announcements or other communications with any news media, in each case, to be made by any of the Company Parties relating to this Agreement or the transactions contemplated hereby and any amendments thereof for prior approval by the Required Consenting Parties and shall afford them a reasonable opportunity under the circumstances to comment on such documents and shall incorporate any such comments in good faith. Except as required by Law, no Party or any of its advisors shall (a) use the name of any Consenting Party in any public manner (including in any press release) or (b) disclose to any Person (including, for the avoidance of

doubt, any other Consenting Party), other than to the Company Advisors, the principal amount or percentage of any Consenting Party's Company Claims/Interests, in each case, without such Consenting Party's prior written consent; provided, that (i) if such disclosure is required by Law, subpoena or other legal process, the disclosing Party shall afford the relevant Consenting Party a reasonable opportunity to review and comment in advance of such disclosure, to the extent permitted by applicable Law, and shall take all reasonable measures to limit such disclosure, and (ii) the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate principal amount of Claims held by all the Consenting Parties collectively. Notwithstanding the foregoing, (x) any Party may disclose the identities of the Parties in any action to enforce this Agreement or in any action for damages as a result of any breaches hereof and (y) any Party may disclose, to the extent expressly consented to in writing by a Consenting Party, such Consenting Party's identity and individual holdings.

Section 7. **Amendments and Modifications**

7.1. This Agreement may not be modified, amended or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 7.

7.2. This Agreement may be modified, amended or supplemented, or a condition or requirement of this Agreement may be waived, only in a writing signed by: (i) the Company Parties and (ii) the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders); provided, that, (A) if the proposed modification, amendment, supplement or waiver would have a material, disproportionate and adverse effect on (1) any of the Company Claims/Interests held by a Consenting Party or (2) any individual Consenting Party, as compared to similarly situated Consenting Parties, then, in each case of (1) or (2), the consent of such affected Consenting Party shall also be required to bind such affected Consenting Party; (B) any modification, amendment or supplement to the definition of "Outside Date" shall not bind any Consenting Party that has not provided its prior written consent to such modification, amendment or supplement; (C) any modification, amendment or supplement to the definition of "Required Consenting Lenders" shall require the prior written consent of each Consenting Lenders; (D) any modification, amendment or supplement to the definition of "Required OpCo DIP Lenders" shall require the prior written consent of each OpCo DIP Lender; (E) if the proposed modification, amendment, supplement or waiver of any provision of Section 4.2, Section 6.6 this Section 7.2, Section 10.5, Section 10.7, Section 12.1, Section 12.2, Section 12.6, or Section 12.11, any defined term used in any such section or any other defined term used in any defined term that is used in such section that would have an adverse effect on any of the Sponsors or Consultants, the prior written consent of such affected Sponsor or Consultant shall also be required to bind such affected

Sponsor or Consultant; (F) any modification or amendment that seperates the Sale Transaction from the OpCo Plan shall require the prior written consent of the Sponsors and the Consultants, (G) any modification or amendment of the definition of the "Severance Trigger Date" (including any modification or amendment of any defined term used therein), or modification or amendment to a Milestone set forth in Section 5.1.f, Section 5.1.h or Section 5.1.i, in each case, that results in such Severance Trigger Date or such Milestone occurring earlier than as contemplated prior to such modification or amendment shall require the consent of the Sponsors and Consultants; and (H) any modification, amendment, supplement or waiver that directly and adversely affects any of the rights or obligations of a Sponsor, a Consultant, or their respective Affiliates shall require the consent of such affected Sponsor or Consultant.

7.3. Any proposed modification, amendment, supplement or waiver that does not comply with this Section 7 shall be ineffective and void *ab initio*.

7.4. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Section 8. **Undertakings and Representations**

8.1. Document Review. As soon as reasonably practicable, but in no event less than five (5) Business Days prior to the date on which the Company Parties intend to file any Definitive Document with the Bankruptcy Court, the Company Parties shall provide the Consenting Parties Advisors with draft copies of all such Definitive Documents, and, without limiting any approval rights set forth herein, consult in good faith with the Consenting Parties Advisors regarding the form and substance of any such Definitive Document; provided, that, in the event that five (5) Business Days' notice is impossible or impracticable under the circumstances, the Company Parties shall provide draft copies of any such Definitive Documents to the Consenting Parties Advisors as soon as otherwise practicable before the date on which the Company Parties intend to file any such Definitive Document.

8.2. Further Assurances. Subject to the other terms of this Agreement, each Party hereby covenants and agrees to cooperate with each other in good faith as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, with respect to the pursuit, approval, implementation and

consummation of the Restructuring and the Plan, as well as the negotiation, drafting, execution and delivery of the Definitive Documents and other documents (including any related orders, agreements, instruments, schedules or exhibits) described in this Agreement or the Definitive Documents or otherwise necessary or desirable to facilitate the Restructuring in accordance with this Agreement. Furthermore, subject to the terms hereof, each Party shall take such action as may be reasonably necessary or reasonably requested by another Party to carry out the purpose and intent of this Agreement, including facilitating any necessary regulatory filings, and shall refrain from taking any action that would frustrate the purposes and intent of this Agreement. Notwithstanding the foregoing, nothing in this Section 8.2 shall be deemed to limit in any way the right of any Party to exercise any right or remedy provided for in this Agreement (including with respect to such Party's approval rights).

Section 9. **Representations and Warranties**

9.1. Representations and Warranties of Each Party. Each Party, severally and neither jointly nor jointly and severally, represents and warrants to the other Parties that the following statements are true, correct and complete as of the date hereof (or as of the date on which a Party executes a Joinder or Transfer Agreement):

a. ***Enforceability***. Such Party is validly existing and in good standing under the Laws of its jurisdiction of incorporation or organization, as applicable and has all requisite corporate, partnership, limited liability company or similar authority to enter into this Agreement, carry out the transactions set forth herein (including the Restructuring), and perform its obligations set forth hereunder. The execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary corporate, limited liability company, partnership or other similar action on its part. Such Party has no actual knowledge of any event that, due to any fiduciary or similar duty to any other Person, would prevent such Party from taking any action required of it under this Agreement.

b. ***No Violation of Law***. The execution, delivery and performance by such Party of this Agreement, and the consummation by such Party of the Restructuring, does not and will not (i) violate (A) any provision of Law applicable to such Party or (B) any of such Party's Governance Documents, or (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a material default under any contractual obligation to which such Party is a party.

c. ***No Consent or Approval.*** Except as expressly provided in this Agreement, the applicable Plan (including the notification and approval of the GLC contemplated by the Plan) and the Bankruptcy Code, the execution, delivery and performance by such Party of this Agreement, and the consummation by such Party of the Restructuring, does not and will not require any registration or filing with, consent or approval of, or notice to, or other action, with or by, any federal, state or other governmental authority or regulatory body. For the avoidance of doubt, the Parties acknowledge that the Restructuring shall be subject to approval by the Bankruptcy Court.

d. ***Binding Obligation.*** This Agreement is the legally valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or a ruling of the Bankruptcy Court.

9.2. Representations and Warranties of Each Consenting Lender and Sponsor. Each Consenting Lender and each Sponsor, severally and neither jointly nor jointly and severally, represents and warrants to the other Parties that the following statements are true, correct and complete as of the Agreement Effective Date (or as of the date on which such Consenting Lender or Sponsor executes a Joinder or Transfer Agreement):

a. Such Consenting Lender or Sponsor is either the beneficial or record owner of, or the nominee, investment manager, advisor or subadvisor for one or more beneficial holders of, the aggregate principal amount of and if applicable total number of the Company Claims/Interests set forth below its name on the signature page to this Agreement or to such Consenting Lender's or Sponsor's Joinder or Transfer Agreement, as applicable, and has, with respect to the beneficial owners of such Company Claims/Interests, (i) full power and authority to vote on and consent to matters concerning such Company Claims/Interests, subject to applicable Law, (ii) full power to vote, approve changes to and Transfer all of its Company Claims/Interests referable to it subject to and as contemplated by this Agreement, subject to applicable Law, and (iii) full power and authority to bind or act on the behalf of, such beneficial owners.

b. Other than pursuant to this Agreement, such Consenting Lender's or Sponsor's Company Claims/Interests are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal or other limitation on disposition, transfer or encumbrance of any kind, in each case, that would materially and adversely affect in any way such Consenting Lender's or Sponsor's ability

to perform any of its obligations under this Agreement at the time such obligations are required to be performed.

9.3. Representations and Warranties of the Company Parties. Each Company Party, jointly and severally, represents and warrants to the other Parties that the following statements are true, correct and complete as of the date hereof (or as of the date on which a Party executes a Joinder or Transfer Agreement):

a. ***Fiduciary Duties***. As of the Agreement Effective Date, such Company Party's entry into this Agreement is consistent with the exercise of such Company Party's fiduciary duties.

b. ***Related Party Transactions***. Except (i) as set forth on Schedule 9.3.b, (ii) the Governance Documents of the Company Parties provided to the TL Ad Hoc Group Advisors prior to the Agreement Effective Date and (iii) for employment agreements, offer letters and similar agreements with employees of Lucky Bucks who are neither executives nor Material Service Providers, in each case, in the ordinary course of business consistent with past practices, there are no contracts, agreements or arrangements between any Company Party and any of the Company Parties' respective equityholders, Affiliates, directors, managers, officers or with any Affiliate of the foregoing or any individual in such respective equityholder's, Affiliate's, director's, manager's or officer's immediate family (each a "Related Party Agreement").

c. ***Co-Used Asset***. Except as set forth on Schedule 9.3.c, Lucky Bucks owns and has sole and exclusive, good and marketable title to or has valid leases, licenses or rights to use each material asset purported to be owned, leased, licensed or used or held for use by Lucky Bucks (including any insurance policy held by or for the benefit of Lucky Bucks) and such assets comprise all of the assets that are used or held for use to conduct the business of Lucky Bucks in the ordinary course of business as historically conducted by Lucky Bucks.

Section 10. **Termination**

10.1. Required Consenting Lender Termination Events. The Required Consenting Lenders may terminate this Agreement on written notice delivered to the Company Parties, the other Consenting Parties and the Agent, upon the occurrence and continuance of any of the following events:

a. The breach in any material respect by a Company Party, or any of the Sponsors or any of the Consultants of any of the undertakings, representations, warranties or covenants of such applicable Parties, set forth in this Agreement, which remains uncured for a period of three (3) Business

Days after receipt of written notice of such breach (which period shall run concurrently with the notice period set forth in this section);

b. The issuance by any governmental or regulatory authority (including the GLC) or any court of competent jurisdiction of any revocation of, or failure to renew by the applicable expiration date, any master license (as such term is used by the GLC);

c. The failure of the Company Parties to meet a Milestone, which has not been waived or extended in a manner consistent with this Agreement, unless such failure is the result of any act, omission or delay on the part of any Consenting Lender in violation of its obligations under this Agreement;

d. Entry of a final order that grants relief terminating, annulling or materially modifying the automatic stay under section 362 of the Bankruptcy Code with regard to any material asset of the OpCo Debtors;

e. The OpCo Debtors' withdrawal of the OpCo Plan or filing, proposing to file or otherwise supporting of any plan of reorganization or liquidation or disclosure statement that is inconsistent in any material respect with this Agreement, the Implementation Term Sheet or the OpCo Plan;

f. The Holdings Board, the HoldCo Manager, or the Lucky Bucks Manager (i) determines in good faith, after consultation with and upon the advice of outside counsel, that continued performance under this Agreement would be inconsistent with the exercise of its fiduciary duties under applicable Law or its fiduciary duties under Holdings', HoldCo's or Lucky Bucks' applicable Governance Documents or (ii) in the exercise of its fiduciary duties under applicable Law or its fiduciary duties under HoldCo's and Lucky Bucks' applicable Governance Documents pursues an Alternative Transaction Proposal, in each case, pursuant to and in accordance with Section 6.2;

g. Any Company Party, any Consultant, or any Sponsor (i) files, waives, amends or modifies, or files a pleading seeking approval of any Definitive Document or authority to waive, amend or modify this Agreement or any Definitive Document (including any waiver of any term or condition therein) in a manner that is inconsistent with or not permitted by this Agreement (including with respect to the consent rights afforded the Consenting Parties under this Agreement) or the Implementation Term Sheet without the prior written consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), (ii) revokes the Restructuring without the prior consent of the Required

Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), or (iii) publicly announces its intention to take any such acts listed in the foregoing clause (i) or (ii) or otherwise inconsistent with the consent rights afforded such Parties under this Agreement;

h. Entry of any order that is inconsistent with this Agreement;

i. Entry of any order authorizing the use of cash collateral or postpetition financing that is not in the form of the OpCo Interim DIP Order, OpCo Final DIP Order or Holdings Final DIP Order or otherwise consented to by the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders);

j. Any Company Party, any Consultant or any Sponsor files any motion, application or adversary proceeding inconsistent with this Agreement or the Restructuring, including challenging the validity, enforceability, perfection or priority of, or seeking avoidance or subordination of, any portion of the Prepetition OpCo First Lien Claims or liens securing such Claims;

k. The OpCo Plan Effective Date has not occurred by the Outside Date;

l. Entry of a final, non-appealable order in one or more of the Chapter 11 Cases of the OpCo Debtors terminating any of the OpCo Debtors' exclusive right to file a plan or plans of reorganization or to solicit acceptances thereof pursuant to section 1121 of the Bankruptcy Code;

m. Upon the commencement of an involuntary case against any of the OpCo Debtors or the filing of an involuntary petition seeking bankruptcy, winding up, dissolution, liquidation, administration, moratorium, reorganization or other relief in respect of the any of the OpCo Debtors or their debts, or of a substantial part of their assets, under any federal, state or foreign bankruptcy, insolvency, administrative, receivership or similar law now or hereafter in effect; provided, that such involuntary proceeding is not dismissed within a period of thirty (30) days after the filing thereof, or if any court order grants the relief sought in such involuntary proceeding;

n. The issuance by any governmental authority, including the Bankruptcy Court and any regulatory authority or other court of competent jurisdiction, of any final, non-appealable injunction, judgment, decree, ruling, or order that (i) would reasonably be expected to restrain, enjoin or prevent the consummation of a material portion of the Restructuring of the OpCo Debtors and (ii) remains in effect for five (5) Business Days after the

terminating Party provides written notice of termination; provided, that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any of such Party's obligations under this Agreement or any Definitive Document;

o. The conversion of one or more of the Chapter 11 Cases of the OpCo Debtors to cases under chapter 7 of the Bankruptcy Code or the dismissal of one or more of the Chapter 11 Cases of the OpCo Debtors by final, non-appealable order of a court of competent jurisdiction (unless caused by a default by any Party of its obligations hereunder, in which event such Party shall not have the right to terminate or the right to vote for termination under this subsection);

p. Appointment of an examiner (with expanded powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code), or a trustee or receiver by final, non-appealable order in one or more of the Chapter 11 Cases, in each case, solely to the extent appointed on behalf of or with respect to OpCo Debtors; or

q. The filing of any motion or pleading by any Company Party, any Consultant or any Sponsor that, if approved, would result in any of the foregoing.

10.2. Company Party Termination Events. The Company Parties may terminate this Agreement on written notice delivered to the Consenting Parties and the Agent, upon the occurrence and continuance of any of the following events:

a. An order of the Bankruptcy Court or appellate court denying confirmation or vacating or staying the Confirmation Order and such order remains in effect for seven (7) Business Days after entry of such order;

b. The breach in any material respect by any Consenting Lender of any of its undertakings, representations, warranties or covenants set forth in this Agreement which remains uncured for a period of three (3) Business Days after receipt of written notice of such breach (which period shall run concurrently with the notice period set forth in this Section), if such breach results in non-breaching Consenting Lenders holding less than a majority in aggregate number or less than two-thirds in aggregate principal amount of the Prepetition OpCo First Lien Claims;

c. The Holdings Board, the HoldCo Manager, or the Lucky Bucks Manager (i) determines in good faith, after consultation with and upon the advice of outside counsel, that continued performance under this Agreement would be inconsistent with the exercise of its fiduciary duties under applicable Law or its fiduciary duties under Holdings', HoldCo's or

Lucky Bucks' applicable Governance Documents or (ii) in the exercise of its fiduciary duties under applicable Law or its fiduciary duties under HoldCo's and Lucky Bucks' applicable Governance Documents pursues an Alternative Transaction Proposal, in each case, pursuant to and in accordance with Section 6.2;

d. The issuance by any governmental authority, including the Bankruptcy Court and any regulatory authority or other court of competent jurisdiction, of any final, non-appealable injunction, judgment, decree, ruling, or order that (i) would reasonably be expected to restrain, enjoin or prevent the consummation of a material portion of the Restructuring of the OpCo Debtors and (ii) remains in effect for five (5) Business Days after the terminating Party provides written notice of termination; provided, that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any of such Party's obligations under this Agreement or any Definitive Document; or

e. The conversion of one or more of the Chapter 11 Cases of the OpCo Debtors to cases under chapter 7 of the Bankruptcy Code or the dismissal of one or more of the Chapter 11 Cases of the OpCo Debtors by final, non-appealable order of a court of competent jurisdiction (unless caused by a default by any Party of its obligations hereunder, in which event such Party shall not have the right to terminate or the right to vote for termination under this subsection).

10.3. Sponsor/Consultant Termination Events.

Any Sponsor or Consultant may terminate this Agreement as to itself only on written notice delivered to all other Parties and the Agent, upon the occurrence and continuance of any of the following events:

a. Any Definitive Document adversely modifies or affects the release, exculpation, injunction, indemnification or insurance provisions related to or for the benefit of such terminating Sponsor or Consultant or any of its respective Related Parties in any respect as identified in this Agreement or implemented pursuant to the Plan without such Sponsor's or Consultant's consent.

b. The Holdings Settlement Agreement, Holdings Settlement Motion, Holdings Settlement Order, Holdings DIP Motion or Holdings Final DIP Order is amended or modified in a manner not reasonably acceptable to such Sponsor or Consultant (as the case may be).

c. The conversion of one or more of the Chapter 11 Cases of the OpCo Debtors to cases under chapter 7 of the Bankruptcy Code or the

dismissal of one or more of the Chapter 11 Cases of the OpCo Debtors by final, non-appealable order of a court of competent jurisdiction (unless caused by a default by any Party of its obligations hereunder, in which event such Party shall not have the right to terminate or the right to vote for termination under this subsection).

10.4. Mutual Termination. This Agreement and the obligations of all Parties under it may be terminated by mutual agreement between the Company Parties and the Required Consenting Lenders.

10.5. Individual Termination. Any Consenting Party may terminate this Agreement as to itself only, upon written notice to the Company Parties and the other Consenting Parties, in the event of: (i) a breach in any material respect by any Consenting Lender of any of its undertakings, representations, warranties or covenants set forth in this Agreement which remains uncured for a period of three (3) Business Days after receipt of written notice of such breach (which period shall run concurrently with the notice period set forth in this Section), if such breach results in non-breaching Consenting Lenders holding less than a majority in aggregate number or less than two-thirds in aggregate principal amount of the Prepetition OpCo First Lien Claims or (ii) a breach in any material respect by a Company Party of any of its undertakings, representations, warranties or covenants set forth in this Agreement, which remains uncured for a period of three (3) Business Days after receipt of written notice of such breach (which period shall run concurrently with the notice period set forth in this section), in each case, solely to the extent such breach adversely affects such Consenting Party's rights and obligations hereunder. Any Consenting Lender may terminate this Agreement as to itself only, upon written notice to the Company Parties and the other Consenting Parties in the event that the OpCo Plan Effective Date has not occurred by the Outside Date, in each case, by giving seven (7) Business Days' written notice to the Company Parties and the other Consenting Lenders.

10.6. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice immediately after the occurrence of the OpCo Plan Effective Date.

10.7. Effect of Termination. Notwithstanding anything to the contrary in this Agreement (other than as provided in Section 10.4 and Section 10.6), no Party may terminate this Agreement (or be included in a group of Parties that terminates this Agreement) if such Party's failure to perform or comply in all material respects with the terms and conditions of this Agreement has caused, or resulted in, the occurrence of one or more termination events. Subject to Section 12.6 and Section 12.11, upon the Termination Date, each Party shall be released from its commitments, undertakings and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, and shall be entitled to take all actions, whether with respect to the Restructuring or otherwise, that it would

have been entitled to take, had it not entered into this Agreement, including with respect to all Claims or other Causes of Action (including seeking any damages or specific performance under Section 6.6). If the Termination Date occurs prior to the Confirmation Order being entered by a Bankruptcy Court, any and all consents, agreements, undertakings, tenders, waivers, forbearances, votes or ballots tendered by the Parties subject to such termination before the Termination Date shall be deemed, for all purposes, to be null and void *ab initio* and shall not be considered or otherwise used in any manner by the Parties, or any of them, in connection with the Restructuring and this Agreement or otherwise; provided, that any Consenting Party withdrawing or changing its vote pursuant to this Section 10.7 shall promptly provide written notice of such withdrawal or change to each other Party and, if such withdrawal or change occurs on or after the Petition Date, file notice of such withdrawal or change with the Bankruptcy Court. Nothing in this Agreement shall be construed as prohibiting any Party from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed prior to the Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner, waive, limit, impair or restrict (a) any right of any Company Party or the ability of any Company Party to protect and reserve its rights (including rights under this Agreement), remedies and interests, including its claims against any Consenting Party, and (b) any right of any Consenting Party, or the ability of any Consenting Party, to protect and preserve its rights (including rights under this Agreement), remedies and interests, including its claims against any Company Party or other Consenting Party.

Section 11. **Fees and Expenses**

Except as set forth in this paragraph or as otherwise contemplated in the Holdings DIP Facility Documents, each Party is responsible for its own fees and expenses (including the fees and expenses of counsel, financial consultants, investment bankers, and accountants) in connection with the entry into this Agreement and the transactions contemplated hereby. Notwithstanding the foregoing, (a) the OpCo Debtors shall pay or cause to be paid the reasonable and documented fees, costs, and out-of-pocket expenses when due of each of the TL Ad Hoc Group Advisors and the RC Ad Hoc Group Advisors, including each of the following (subject in all respects to the terms and conditions of any applicable engagement or fee letters with the Company Parties): (i) (A) Akin, (B) Greenhill, (C) Robbins, (D) OnMessage, (E) Cole Schotz, and (F) Prairie, (ii) Latham and (iii) ArentFox Schiff LLP, as counsel to the Agent and (b) Holdings shall pay or cause to be paid the reasonable and documented fees, costs, and out-of-pocket expenses when due of each of the Sponsors and Consultants Advisors, including each of the following: Shearman & Sterling LLP and Greenberg Traurig, LLP; provided, that under no circumstances shall the OpCo Debtors have any obligation with respect to nor shall any proceeds of the OpCo DIP Facility or any cash on hand at the OpCo

Debtors be used to fund any fees, costs or expenses of Holdings pursuant to the foregoing clause (b) (collectively, the "Covered Expenses"). If this Agreement is terminated, the Company Parties shall pay any Covered Expenses accrued through the Termination Date in accordance with their respective engagement or fee letters, but shall not be responsible for any fees and expenses incurred thereafter.

Section 12. **Miscellaneous**

12.1. Complete Agreement. This Agreement, together with the exhibits, annexes, schedules and attachments hereto and the other documents and instruments referenced herein, constitutes the entire agreement of the Parties solely with respect to the subject matter hereof and thereof, and supersedes all prior agreements, arrangements or understandings, whether written or oral, among the Parties, solely with respect to the subject matter hereof and thereof, other than any Confidentiality Agreement. No claim of waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be made against any Party, except on the basis of a written instrument executed by or on behalf of such Party on the date hereof or thereafter.

12.2. Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns, as applicable. No rights or obligations of any Party under this Agreement may be assigned or transferred to any other Person except as provided in Section 6.8. Nothing in this Agreement, express or implied, shall give to any Person, other than the Parties, their respective successors and permitted assigns, any benefit or any legal or equitable right, remedy, entitlement or claim under this Agreement. Unless expressly otherwise stated herein, this Agreement shall be solely for the benefit of the Parties and their respective successors and permitted assigns, and no other Person shall be a third-party beneficiary hereof. Except where otherwise specified, the agreements, representations, and obligations of the Parties under this Agreement are, in all respects, several and neither joint nor joint and several, and the use of a single document is for the convenience of the Company Parties. The decision to commit to enter into the transactions contemplated by this Agreement has been made independently.

12.3. Governing Law; Submission to Jurisdiction; Selection of Forum. This Agreement, and all claims or Causes of Action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution, termination, performance or nonperformance of this Agreement (including any exhibits, annexes, schedules and attachments hereto), shall be governed by and construed in accordance with the Laws of the State of New York applicable to contracts made and performed in the State of New York, without giving effect to any applicable conflict of Laws principles to the extent that the application of the Laws of another jurisdiction would be required thereby. Each Party (a) agrees that it shall bring any action or proceeding in respect of any claim

based upon, arising out of or related to this Agreement, any provision hereof or the Restructuring described herein, (i) if the Company Parties commence the Chapter 11 Cases, the Bankruptcy Court or (ii) if no Chapter 11 Cases are pending, in the U.S. District Court for the Southern District of New York or any New York State court sitting in the Borough of Manhattan of New York City (collectively, (i) and (ii), the "Chosen Courts"), and (b) solely in connection with claims arising under this Agreement or the Restructuring that are the subject of this Agreement, (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts and (iii) waives any objection that any Chosen Court is an inconvenient forum or does not have jurisdiction over any Party; provided, that, upon the commencement of the Chapter 11 Cases, the Bankruptcy Court shall be the sole Chosen Court. Each Party agrees that a judgment in any dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

12.4. WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, MATTER OR PROCEEDING THAT IS BASED UPON, ARISES OUT OF OR RELATES TO THIS AGREEMENT, ANY PROVISION OF THIS AGREEMENT OR THE RESTRUCTURING.

12.5. Execution of Agreement. This Agreement may be executed and delivered (by email or otherwise) in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute the same agreement.

12.6. Survival. Notwithstanding (a) any Transfer of any Company Claims/Interests in accordance with Section 6.8 or (b) the termination of this Agreement in accordance with Section 10, the agreements and obligations of the Parties in Section 6.9, Section 10.7 and this Section 12 shall survive termination of this Agreement and shall continue in full force and effect for the benefit of, and shall continue to be binding on, the Parties in accordance with the terms of those provisions.

12.7. Relationship Among Parties. It is understood and agreed that no Consenting Lender has any duty of trust or confidence in any form, or other duties or responsibilities to each other, with any other Consenting Lender, the Company Parties, the Sponsors, the Consultants or any of the Company Parties' creditors or other stakeholders, and, except as provided in this Agreement, there are no agreements, commitments or undertakings between or among any of them by nature of this Agreement. In this regard, it is understood and agreed that any Consenting Lender may trade in the loans or commitments under the Prepetition OpCo First Lien Credit Agreement, OpCo DIP Facility or other debt or equity securities of the Company Parties without the consent of the Company Parties, as the case may be,

or any other Party, subject to applicable securities Laws, the terms of any applicable Confidentiality Agreement and the terms of this Agreement; provided, that no Party shall have any responsibility for any such trading by any other Person by virtue of this Agreement. No prior history, pattern or practice of sharing confidences among or between the Consenting Lenders and/or the Company Parties, the Sponsors and/or the Consultants shall in any way affect or negate this understanding and agreement.

12.8. Notices. Unless otherwise provided herein, all notices and other communications under this Agreement shall be in writing and shall be deemed given (a) when delivered personally by hand (with written confirmation of receipt), (b) one (1) Business Day following the day sent by overnight courier (with written confirmation of receipt), or (c) when sent by email, in each case, at the following addresses (or to such other address as a Party may have specified by notice given to the other Party pursuant to this provision):

a. If to a Company Party, to:

Lucky Bucks, LLC
5820 Live Oak Pkwy #300
Norcross, GA 30093
Attn: Ryan Bouskill

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

Milbank LLP
55 Hudson Yards
New York, NY 10001-2163
Attn: Dennis F. Dunne (DDunne@Milbank.com)
Tyson Lomazow (TLomazow@Milbank.com)

b. If to the Agent, to:

WSFS Institutional Services
500 Delaware Ave
Wilmington, DE USA 19801
Attention: John McNichol
Phone: (302) 573-3269
Email: jmcnichol@wsfsbank.com

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

ArentFox Schiff LLP
1301 Avenue of the Americas
New York, NY 10019

Attention: Jeffrey R. Gleit
Telephone: (212) 457-5427
Email: jeffrey.gleit@afslaw.com

c. If to a Consenting Lender, to the address(es) set forth below its signature and, if the Consenting Lender is known by the person delivering the notice to be a member of an Ad Hoc Group, then with a copy (which shall not constitute notice) to:

(i) in the case of the TL Ad Hoc Group:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Attn: Philip Dublin (pdublin@akingump.com)
Sara Brauner (sbrauner@akingump.com)
Anna Kordas (akordas@akingump.com)

or (ii) in the case of the RC Ad Hoc Group:

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

d. If to the Trive Sponsors, to:

c/o Trive Capital Management LLC
2021 McKinney Avenue, Suite 1200
Dallas, Texas 75201
E-mail address: Trevor Johnston
(trevorjohnston@trivecapital.com)

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

Greenberg Traurig, LLP
77 W. Wacker Drive, Suite 3100
Chicago, Illinois
Attn: Todd Mazur (mazurt@gtlaw.com)
Brian Greer (greerb@gtlaw.com)

e. If to the Non-Trive Sponsor, to:

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

f. If to a Consultant, to the address(es) set forth below its signature and with a copy to:

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

12.9. No Solicitation. Notwithstanding any other provision herein, this Agreement does not, and shall not be deemed to, constitute an offer with respect to any securities, a solicitation of such an offer or a solicitation of votes for the acceptance of any chapter 11 plan (including the Plan). Any such offer or solicitation will comply with all applicable securities Laws, provisions of the Bankruptcy Code and other applicable Law.

12.10. Incorporation by Reference; Conflicts. Each of the exhibits, annexes, signatures pages and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes and schedules hereto) and the exhibits, annexes and schedules hereto, this Agreement (without reference to the exhibits, annexes and schedules thereto) shall govern.

12.11. Reservation of Rights. After the termination of this Agreement pursuant to Section 10, the Parties each fully reserve any and all of their respective rights, remedies, claims and interests, subject to Section 10 in the case of any claim for breach of this Agreement. Further, nothing herein shall be construed to prohibit any Party from appearing as a party-in-interest in any matter to be adjudicated in the Chapter 11 Cases, so long as such appearance and the positions advocated in connection therewith are consistent with this Agreement and the Plan and are not for the purpose of, and could not reasonably be expected to have the effect of, hindering, delaying or preventing the consummation of the Restructuring. If the Restructuring is not consummated, or if this Agreement is terminated for any reason

as to any Party, the Parties fully reserve any and all of their rights. This Agreement is a part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

12.12. Other Interpretive Matters.

a. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply: (i) when calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and, if the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day; (ii) words imparting the singular number only shall include the plural and vice versa; (iii) the word "*including*" or any variation thereof means "*including, without limitation*" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; (iv) the division of this Agreement into sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be used to construe or interpret this Agreement; and (v) all references in this Agreement to any "section" are to the corresponding section of this Agreement unless otherwise specified.

b. The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

[Signature pages follow]

In witness of the Agreement, the Parties have executed this Agreement as of the date written above.

Company Parties

Lucky Bucks, LLC

By: _____
Name: James Boyden
Title: EVP, Business Development

Lucky Bucks HoldCo, LLC

By: _____
Name: James Boyden
Title: Manager

Lucky Bucks Holdings LLC

By: _____
Name: James Boyden
Title: Manager

Sponsors

SOUTHERN STAR GAMING, LLC

By: Quantum Gaming Corp.
Its: Sole Manager

By: 
Name: Manu Sekhri
Title: Authorized Signatory

Principal amount of
term loans under the Prepetition OpCo First Lien Credit Agreement:
$ 0
revolving loans under the Prepetition OpCo First Lien Credit Agreement:
$ 0

Other Company Claims/Interests:
70% Equity Interest in Holdings

60 Class A Units of Lucky Bucks Holdings LLC

Member of (check one if applicable):
TL Ad Hoc Group
RC Ad Hoc Group

DIP Commitment Party:
DIP Commitment Amount: $ 0

Sponsors

TCFIII LUCK ACQUISITION LLC

By:_____
Name: Conner Searcy
Title: Manager

Principal amount of
term loans under the Prepetition OpCo First Lien Credit Agreement:
$_____
revolving loans under the Prepetition OpCo First Lien Credit Agreement:
$_____

Other Company Claims/Interests: 2.758834 Class A Units of Lucky Bucks Holdings LLC

Member of (check one if applicable):
TL Ad Hoc Group [ ]
RC Ad Hoc Group [ ]

DIP Commitment Party: [ ]
DIP Commitment Amount: $_____

Sponsors

TCFIII LUCK SPV LP

By: Trive Capital Fund III GP LLC
Its: General Partner

By: Trive Capital Holdings LLC
Its: Managing Member

By: _____
Name: Conner Searcy
Title: Managing Partner

Principal amount of
term loans under the Prepetition OpCo First Lien Credit Agreement:
$_____
revolving loans under the Prepetition OpCo First Lien Credit Agreement:
$_____

Other Company Claims/Interests: 1.527166 Class A Units of Lucky Bucks Holdings LLC

Member of (check one if applicable):
TL Ad Hoc Group [ ]
RC Ad Hoc Group [ ]

DIP Commitment Party: [ ]
DIP Commitment Amount: $_____

Sponsors

LUCKY BUCKS VENTURES, INC.

By: _____
Name: Anil Damani
Title: President

Principal amount of
term loans under the Prepetition OpCo First Lien Credit Agreement:
$ 0
revolving loans under the Prepetition OpCo First Lien Credit Agreement:
$ 0

Other Company Claims/Interests:
25% Equity Interest in Holdings 21.434 Class A Units of Lucky Bucks Holdings LLC

Member of (check one if applicable):
TL Ad Hoc Group
RC Ad Hoc Group

DIP Commitment Party:
DIP Commitment Amount: $ 0

Consultants



Manu Sekhri

James Boyden

Shafik Kassam

Anil Damani

Ryan Bouskill

Hassan Ijaz

Stephanie Polito

Consultants

Manu Sekhri

James Boyden

Shafik Kassam

Anil Damani

Ryan Bouskill

Hassan Ijaz

Stephanie Polito

Consultants

_____
Manu Sekhri

_____
James Boyden



_____
Shafik Kassam

_____
Anil Damani

_____
Ryan Bouskill

_____
Hassan Ijaz

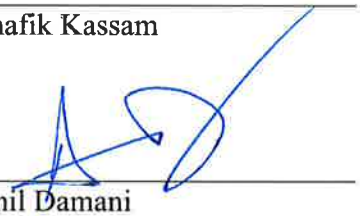
_____
Stephanie Polito

Consultants

Manu Sekhri

James Boyden

Shafik Kassam



Anil Damani

Ryan Bouskill

Hassan Ijaz

Stephanie Polito

Exhibit A to RSA
Implementation Term Sheet

LUCKY BUCKS, LLC, ET AL.

Supplemental Implementation Term Sheet

Summary of Supplemental Implementation Terms and Conditions for

Restructuring of Lucky Bucks, LLC and Certain of Its Affiliates

June 8, 2023

This term sheet (this "**Supplemental Implementation Term Sheet**")[1] describes certain supplemental principal terms and conditions for the implementation of the Restructuring concerning Lucky Bucks, LLC ("**Lucky Bucks**"), Lucky Bucks HoldCo, LLC ("**HoldCo**" and, together with Lucky Bucks, the "**OpCo Debtors**") and Lucky Bucks Holdings LLC ("**Holdings**" and, together with OpCo Debtors, the "**Debtors**").

Subject in all respects to the terms of the restructuring support agreement to which this Supplemental Implementation Term Sheet is attached (together with the exhibits, annexes, schedules, and attachments to such agreement, including this Supplemental Implementation Term Sheet, each as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof, the "**Restructuring Support Agreement**") and the Definitive Documents, the Restructuring Transactions will be consummated through a Plan (or the OpCo Plan and/or the Holdings Plan, as applicable) in cases commenced by the Debtors under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**").

Without limiting the generality of the foregoing, this Supplemental Implementation Term Sheet and the undertakings contemplated herein are subject in all respects to the negotiation, execution and delivery of the Definitive Documents and, in the event of any inconsistency between this Supplemental Implementation Term Sheet and the Plan, the Plan (or the OpCo Plan or Holdings Plan, as applicable) shall control. The transactions contemplated by this Supplemental Implementation Term Sheet will be subject to the terms and conditions to be set forth in the Definitive Documents. This Supplemental Implementation Term Sheet is proffered in the nature of a settlement proposal in furtherance of settlement discussions. Accordingly, this Supplemental Implementation Term Sheet and the information contained herein are entitled to protection from any use or disclosure to any party or person pursuant to Rule 408 of the Federal Rules of Evidence and any other applicable rule, statute, or doctrine of similar import protecting the use or disclosure of confidential settlement discussions. Until publicly disclosed upon the prior written agreement of the Debtors and the Required Consenting Prepetition Lenders, this Supplemental Implementation Term Sheet shall remain strictly confidential and may not be shared with any other party or person without the consent of each of the Debtors, the TL Ad Hoc Group Advisors and the RC Ad Hoc Group Advisors (collectively, the "**Ad Hoc Groups Advisors**").

The regulatory, tax, accounting and other legal and financial matters and effects related to the Restructuring Transactions or any related restructuring or similar transaction have not been fully evaluated and any such evaluation may affect the terms and structure of any restructuring or related restructuring or similar transactions.

THIS SUPPLEMENTAL IMPLEMENTATION TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OR REJECTIONS AS TO ANY PLAN, IT BEING UNDERSTOOD THAT SUCH AN OFFER OR SOLICITATION, IF ANY, WILL BE MADE ONLY IN COMPLIANCE WITH APPLICABLE LAW.

Supplemental Implementation Transactions	
The Sale Scenario	Prior to the Petition Date, the OpCo Debtors commenced a marketing process (the "**Marketing Process**") in connection with the Sale Scenario. Pursuant to such Marketing Process, the OpCo Debtors distributed a process letter to one or more interested third parties for the Sale Scenario (each such interested party subject to a non-disclosure agreement, a "**Prospective Bidder**"), solicited indications of interest from such Prospective Bidders and required that Prospective Bidders submit Qualified Bids by no later than twenty-six (26) calendar days after the Petition Date (the "**Initial Bids**"). Pursuant to the Plan and the Restructuring Support Agreement, the OpCo Debtors shall continue to pursue a Sale Transaction if, by the Toggle Milestone, the Required Consenting Lenders have determined that such Sale Transaction should be pursued and such a Sale Transaction shall be consummated pursuant to a Purchase Agreement, that, among other things: (1) does not have any financing or diligence contingency; (2) demonstrates that the purchaser(s) has the wherewithal to close such transaction; and (3) provides that closing thereunder shall occur on or before the applicable Milestone, and in connection therewith, the Bankruptcy Court shall enter an order or orders approving such transaction(s) and related documentation and authorizing the OpCo Debtors to enter into such transaction and related documentation (such sale, an "**Acceptable Sale**"). In the event that the Required Consenting Lenders determine that a Sale Transaction should be pursued, the Sale Scenario shall be conducted in accordance with the Bidding Procedures and the Bidding Procedures Order. Only bids that comply in all respects with the Bidding Procedures (unless otherwise agreed by the OpCo Debtors and the Required Consenting Lenders) and a credit bid by any holder of OpCo DIP Facility Claims and/or Prepetition OpCo First Lien Claims shall be considered by the OpCo Debtors (each such bid, a "**Qualified Bid**"). Any third party or third parties, if applicable, whose bids are selected shall each be the "**Successful Bidder**" and, collectively, the "**Successful Bidders**". For the avoidance of doubt, unless the Required Consenting Lenders have determined that an actionable Initial Bid has been received by the applicable Sale Milestone, the Sale Scenario process shall be terminated. In addition, the Sale Scenario shall be terminated in the event the Required Consenting Lenders so determine at any point in time, prior to the entry of an order approving a Stalking Horse Bidder or, in the event there is no Stalking Horse Bidder, prior to the entry of an order approving a Successful Bidder.

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Restructuring Support Agreement or the Plan, as applicable.

	To the extent a viable offer from a Plan Sponsor is received at any point during the Marketing Process, the OpCo Debtors and the Required Consenting Lenders may elect to cancel the Marketing Process and seek approval of the Plan Sponsor Alternative in connection with confirmation of the OpCo Plan, which shall be modified as applicable to provide for the treatment of (i) the OpCo DIP Facility Claims, as agreed to by the Required OpCo DIP Lenders, if not paid in full in cash on the OpCo Plan Effective Date and (ii) the Prepetition OpCo First Lien Claims as agreed to by the Required Consenting Prepetition Lenders.
Holdings Settlement	On the Petition Date, Holdings shall file a motion seeking Bankruptcy Court approval pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "**Holdings Settlement Motion**") of a settlement agreement (the "**Holdings Settlement Agreement**") between Holdings and recipients of the dividends paid from the proceeds of the Holdings PIK Notes (as defined below) on account of estate claims and causes of action arising from or in connection with unsecured 12.5% Notes due 2028 issued by Holdings (the "**Holdings PIK Notes**"). The Holdings DIP Facility Claims shall be satisfied from the proceeds of the Holdings Settlement Agreement.

DIP Financing Facilities	There shall be two debtor in possession financing facilities: (a) the OpCo DIP Facility and (b) the Holdings DIP Facility (each as defined below). Certain holders of Prepetition OpCo First Lien Claims (the "**OpCo DIP Lenders**") shall provide the OpCo Debtors with a senior secured postpetition priming debtor in possession financing facility (the "**OpCo DIP Facility**"), consisting of (i) up to $20.5[2] million of new money term loans and (ii) up to $61.5 million of existing obligations outstanding under the Prepetition OpCo First Lien Credit Agreement that are converted on a dollar for dollar basis into the OpCo DIP Facility, secured by the assets of the OpCo Debtors on the terms and conditions as set forth in the term sheet attached to the OpCo DIP Commitment Letter and Term Sheet as Exhibit C (the "**OpCo DIP Term Sheet**"). The obligations under the OpCo DIP Facility are referred to herein as the "**OpCo DIP Facility Claims".** Luck Holdings and the OpCo Debtors (collectively, the "**Holdings DIP Lenders**") shall provide Holdings with a senior secured postpetition debtor in possession financing facility secured by the assets of Holdings other than with respect to Avoidance Actions; *provided*, that such security shall also include liens on the proceeds and offspring of such Avoidance Actions, on terms and conditions acceptable to Luck Holdings, the OpCo Debtors and the Required OpCo DIP Lenders and be in an amount not to exceed $4 million in the aggregate (the "**Holdings DIP Facility**"); *provided*, *further*, that the portion of the Holdings DIP Facility provided by the OpCo Debtors shall not exceed the lesser of $2 million or 49.382% of the amount of the Holdings DIP Facility (the "**OpCo Holdings DIP Tranche**"), with the balance of the Holdings DIP Facility provided by Luck Holdings (the "**Luck Holdings DIP Tranche**"). The obligations under the Holdings DIP Facility are referred to herein as the "**Holdings DIP Facility Claims**." For the avoidance of doubt, none of the holders of the Prepetition OpCo First Lien Claims shall be Holdings DIP Lenders. The Holdings DIP Facility Claims shall be repaid pursuant to the terms of the Holdings Final DIP Order, if the Holdings Settlement Agreement is approved by final order of the Bankruptcy Court, from the proceeds of the Holdings Settlement Agreement or, if the Holdings Settlement Agreement is not approved by a final order of the Bankruptcy Court, from the proceeds of any subsequent Holdings Litigation, except as otherwise set forth below, in the Plan or in the Holdings Final DIP Order. If each of the persons who is eligible to be Consultants under the Plan executes the Holdings Settlement Agreement and the Restructuring Support Agreement within six (6) days of the Petition Date and the Holdings Settlement Agreement is approved by a Final Order of the Bankruptcy Court, it is anticipated that the OpCo Holdings DIP Tranche shall be repaid to the OpCo Debtors from the proceeds of the Holdings Settlement Agreement payable by the Consultants, and the Luck Holdings DIP Tranche shall be repaid to Luck Holdings from the proceeds of the Holdings Settlement Agreement payable by Luck Holdings; *provided,* that if the Holdings Settlement Agreement is not approved by a Final Order of the Bankruptcy Court, the OpCo Holdings DIP Tranche and the Luck Holdings DIP Tranche each shall be repaid from the proceeds of the Holdings Litigation as set forth in the order approving the Holdings Final DIP Order. To implement the foregoing the following will apply:

	(i) with respect to each Consulting Agreement that is in full force and effect on the OpCo Plan Effective Date, on the OpCo Plan Effective Date, an amount of the Initial Consulting Fees (as defined in the Plan) payable under each such Consulting Agreement equal to such Consultant's Pro Rata[3] share of the OpCo Holdings DIP Tranche as if all possible Consultants had funded the OpCo Holdings DIP Tranche instead of the OpCo Debtors shall be retained by the Reorganized OpCo Debtors or the Wind-Down OpCo Debtors(s), as applicable, and be deemed to either (a) if the Holdings Settlement Motion is approved by Final Order, satisfy such portion of the OpCo Holdings DIP Tranche or (b) if the Holdings Settlement Motion has not been approved by Final Order, fund such Consultants' purchase of their Pro Rata portion of OpCo Holdings DIP Tranche from the OpCo Debtors; *provided*, that with respect to each Consultant whose Consulting Agreement is in full force and effect on the OpCo Plan Effective Date, if the amount of the OpCo Holdings DIP Tranche to be satisfied or acquired by such Consultant is less than the Initial Consulting Fees payable to such Consultant on the OpCo Plan Effective Date, the difference shall be paid to Consultant; and (ii) with respect to any Consulting Agreement that is not in full force and effect on the OpCo Plan Effective Date, the OpCo Holdings DIP Tranche that otherwise would have been satisfied by or acquired by such Consultant shall, instead be retained by the Reorganized OpCo Debtors and be repaid either (a) if the Holdings Settlement Agreement is approved by Final Order, from the proceeds of the Holdings Settlement or (b) if the Holdings Settlement Motion is not approved by Final Order, from the proceeds of the Holding Litigation pursuant to the terms of the Holdings DIP Order. Other than as set forth above, under no circumstances shall the proceeds of the OpCo DIP Facility or cash on hand at the OpCo Debtors be used to fund any costs and expenses of Holdings or the Committee (if one is appointed in the Chapter 11 Cases) during the pendency of the Chapter 11 Cases; *provided*, that if any Committee is appointed in the Chapter 11 Cases, such Committee may use up to $50,000 of the OpCo DIP Facility to investigate (but not otherwise commence any challenge or object to or otherwise prosecute) any claims or causes of action with respect to the Prepetition OpCo First Lien Credit Agreement (the "**Investigation Expenses**").

[2] Increase in sizing of OpCo DIP Facility takes into account the incremental funding of up to $2 million in respect of the OpCo Holdings DIP Tranche (as defined below). If the OpCo Holdings DIP Tranche is less than $2 million, the OpCo DIP Facility commitments shall be reduced on a dollar for dollar basis.

[3] "**Pro Rata**" when used in relation to the Consulting Fees or the purchase of the OpCo Holdings DIP Tranche using Consulting Fees, means the proportion that a Consulting Fee for a particular Consultant bears to the aggregate amount of all Consulting Fees for all Consultants had each of the Consultants been eligible to and entered into Consulting Agreements.

Exit Term Loans	In the Stand-Alone Restructuring, on the OpCo Plan Effective Date, the Reorganized OpCo Debtors shall incur a new first lien term loan facility in the aggregate principal amount of up to $104.5 million (the "**OpCo Exit Facility**"), on the terms and conditions set forth in the OpCo Exit Facility Commitment Letter and Term Sheet (as defined in the Restructuring Support Agreement), consisting of $43[4] million of First-Out Priority Exit Term Loans and the remainder in Second-Out Priority Exit Term Loans (each as defined in the OpCo Exit Facility Commitment Letter and Term Sheet and, together, the "**OpCo Exit Term Loans**").
Releases, Exculpation, Injunction	The release, exculpation and injunction provisions with respect to the Released Parties, Releasing Parties and Exculpated Parties shall be as set forth in the Plan.
Tax Structure	The Restructuring (as defined in the Restructuring Support Agreement) will be structured to maximize tax efficiencies for each of the OpCo Debtors and the holders of the Prepetition OpCo First Lien Claims and OpCo DIP Facility Claims, as agreed to by the OpCo Debtors and the Required Consenting Lenders and in accordance with the Definitive Documents. The Reorganized OpCo Debtors' ultimate parent entity (whether one of the Reorganized OpCo Debtors or a newly formed entity) shall be treated as a corporation for U.S. federal income tax purposes and, consistent with such treatment, the Restructuring will be treated as a taxable sale of the assets of the OpCo Debtors for tax purposes; provided, that if the Reorganized OpCo Debtors' ultimate parent entity (whether one of the Reorganized OpCo Debtors or a newly formed entity) is not treated as a corporation for U.S. federal income tax purposes in accordance with the preceding sentence, the OpCo Debtors and the Required Consenting Prepetition Lenders shall provide no less than 10 days prior notice thereof to, and consult in good faith with, the Sponsor Advisors with respect to the formulation of any such alternative structure, taking into account the potential implications to Holdings' equity holders, prior to implementation thereof, but shall in no event be required to obtain the consent of the Sponsors or any of Holdings' equity holders in connection therewith.
Other Supplemental Implementation Terms	
Definitive Documents	This Supplemental Implementation Term Sheet does not include a description of all of the terms, conditions, and other provisions that will be contained in the Definitive Documents, which shall be in form and substance subject to the consent rights set forth in the Restructuring Support Agreement.
Consenting Prepetition Lenders' Affirmative Covenants	The Consenting Prepetition Lenders shall support Holdings' efforts to obtain Bankruptcy Court approval of the Holdings Settlement Agreement; *provided*, that the Consenting Prepetition Lenders shall not be required to incur any costs or expenses in connection therewith, *provided further*, that the foregoing limitation shall not apply to the Ad Hoc Group Advisors.

[4] Increase in sizing of the First-Out Priority Exit Term Loans takes into account the OpCo Holdings DIP Tranche. If the OpCo Holdings DIP Tranche is less than $2 million or if the aggregate professional fees payable by the OpCo Debtors in connection with the Chapter 11 Cases are lower than a threshold to be agreed upon between the OpCo Debtors and Required OpCo Backstop Lenders (as defined in the OpCo DIP Term Sheet), the size of the First-Out Priority Exit Term Loans shall be reduced on a dollar for dollar basis.

	The Debtors and the Required Consenting Lenders shall develop a mutually agreeable strategy to achieve the Conditions Precedent to the OpCo Plan Effective Date, including with respect to obtaining necessary regulatory approvals.
Consulting Agreements	In a Stand-Alone Restructuring Scenario, to the extent permitted under applicable law (including under any consent decree), on the date that the OpCo Plan is confirmed (the "**Confirmation Date**"), one or more of the Reorganized OpCo Debtors shall be deemed to have offered each of Manu Sekhri, James Boyden, Shafik Kassam, Anil Damani, Ryan Bouskill, Hassan Ijaz and Stephanie Polito, in each case, solely to the extent such person has executed the Holdings Settlement Agreement and the Restructuring Supporting Agreement within six (6) business days of the Petition Date (each a "**Consultant**" and, collectively, the "**Consultants**") (either directly or indirectly through a controlled company), the opportunity to enter into a Consulting Agreement with the Reorganized OpCo Debtors on the OpCo Plan Effective Date, which Consulting Agreement will be effective on the OpCo Plan Effective Date, in the form of agreement attached to this Supplemental Implementation Term Sheet as Exhibit A or as otherwise modified with the consent of the Required Consenting Lenders and the applicable Consultant; *provided*, that if any Person who otherwise would qualify as a Consultant has not signed both the Restructuring Support Agreement and the Holdings Settlement Agreement on, or prior to, or within six (6) Business Days after the Petition Date, then such Person shall not be (i) a Consultant, (ii) offered a Consulting Agreement, (iii) entitled to receive any Consulting Fees, (iv) entitled to receive or have the benefit of any release, exculpation, injunction, indemnification or insurance provisions in the Plan or any of the Definitive Documents in any respect (whether directly or indirectly as a Related Party of any Released Party or other Person) or (v) provided any consent rights under the Restructuring Support Agreement or the Plan. A Consultant shall have ten (10) business days from the Confirmation Date of the OpCo Plan to accept such offer, unless the ten (10) business day period is extended with the consent of the Required Consenting Lenders in their sole discretion. The form of the Consulting Agreement shall provide for an aggregate amount of $5 million in consulting fees, to the extent all of the persons eligible to be Consultants' enter into Consulting Agreements that are in full force and effect on the OpCo Plan Effective Date (the "**Consulting Fees**"), allocated among the Consultants as set forth on Exhibit B attached hereto (the "**Consulting Fee Schedule**"); *provided* that to the extent a Consultant does not enter into a Consulting Agreement, the Consulting Fees shall be reduced by the amount set forth on the Consulting Fee Schedule with respect to such Consultant. Except as otherwise provided herein, the Consulting Fees for each of the Consultants who enters into a Consulting Agreement shall be paid so long as such Consulting Agreements are in full force and effect, with fifty percent (50%) of the applicable Consulting Fees paid on the OpCo Plan Effective Date (the "**Initial Consulting Fees**") and the balance paid in equal quarterly installments during the 12-month period following the OpCo Plan Effective Date, subject to the terms of the applicable Consulting Agreements. The Initial Consulting Fees shall (a) if the Holdings Settlement Motion is approved by Final Order, be automatically deemed, without the Reorganized OpCo Debtors actually remitting any Cash payment to the applicable Consultant, contributed by the Reorganized OpCo Debtors on behalf of the applicable Consultant to the OpCo Debtors to satisfy such Consultant's pro rata portion of the OpCo Holdings DIP Tranche or (b) if the Holdings Settlement Motion is not approved by Final Order, be automatically deemed, without the Reorganized OpCo Debtors actually remitting any Cash payment to the applicable Consultant, to be contributed back to the OpCo Debtors to fund such Consultant's Pro

	Rata purchase of the OpCo Holdings DIP Tranche from the OpCo Debtors; *provided, however*, that if the OpCo Holdings DIP Tranche is less than the Initial Consulting Fee, the Reorganized OpCo Debtors shall pay or cause to be paid the excess Initial Consulting Fees to the applicable Consultants, as applicable. Each Consultant's Pro Rata portion of the OpCo Holdings DIP Tranche shall be expressed as a quotient equal to the Initial Consulting Fee contributed on behalf of such Consultant divided by two million five hundred thousand dollars ($2,500,000). The Consulting Fees shall be in exchange for exclusive consulting services related to sourcing, operating, managing and servicing of any and all opportunities for coin-based amusement machines in the state of Georgia, with such other terms and conditions to be determined by the Required Consenting Prepetition Lenders and the Consultants; *provided*, that with respect to Anil Damani, the terms shall also include reaffirmation of the covenants set forth in the Separation Agreement and General Release Agreement by and between Anil Damani and HoldCo entered into in 2020, including but not limited to the Non-compete, Non-solicitation and Non-disclosure Agreement attached thereto, which Separation Agreement and General Release Agreement shall remain in full force and effect following the OpCo Plan Effective Date regardless of whether Mr. Damani qualifies as a Consultant or he has a Consulting Agreement in full force and effect on the OpCo Plan Effective Date. Notwithstanding the foregoing, in the event of a Sale Scenario, all Consulting Fees (which for the avoidance of doubt shall only be available to persons eligible to be Consultants who have executed the Holdings Settlement Agreement and Restructuring Support Agreement within six (6) days of the Petition Date) shall be accelerated such that payment occurs on the earlier of (i) the OpCo Plan Effective Date and (ii) the date on which the Sale Proceeds are distributed to the holders of the Prepetition OpCo First Lien Claims. For the avoidance of doubt, the Reorganized OpCo Debtors shall not indemnify any person eligible to be a Consultant and/or their respective affiliates, advisors and other representatives from any claims and causes of action related to the Debtors, including the claims and causes of action sought to be resolved by the Holdings Settlement Agreement.

Exhibit A

FORM OF CONSULTING AGREEMENT

Final Form

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "Agreement") is entered into as of the OpCo Plan Effective Date by and between [__][1] ("Service Recipient"), and [●][2] ("Consultant") and shall only become effective on the OpCo Plan Effective Date (as defined in the RSA (as defined below)).

WHEREAS, Service Recipient desires to have Consultant perform consulting services, and Consultant has agreed to serve in such capacity pursuant to the terms and conditions of this Agreement; and

WHEREAS, the parties hereto wish to formalize the agreement of Service Recipient and Consultant.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Restructuring Support Agreement between the Debtors and the Consenting Parties, dated as of June [__], 2023, as may be altered, amended, modified, or supplemented from time to time in accordance with its terms (the "RSA").

2. Consulting Arrangements.

(a) Consulting Period. Consultant shall, subject to the terms hereof, serve as an independent contractor to provide the Services (as defined below) for a period commencing on the OpCo Plan Effective Date and which shall end in accordance with Section 2(c) or 8 (the "Term"); provided, however, the "Consulting Period" shall be the period commencing on the OpCo Plan Effective Date and ending on the 12-month anniversary of the OpCo Plan Effective Date, regardless of the duration of the Term.

(b) Consulting Services. Subject to the terms of this Agreement, during the Term Consultant shall provide Service Recipient with consulting services related to sourcing, operating, managing and servicing of any and all opportunities for coin-based amusement machines in the state of Georgia (the "Services"). Consultant shall perform the Services at such location(s) Consultant deems appropriate and Consultant has no obligation to work any particular hours or days or any particular number of hours or days. Notwithstanding anything in this Agreement to the contrary, Consultant shall not be required to provide the Services (i) to the extent providing the Services would be prohibited under applicable law (including under any consent decree) or (ii) in excess of 10 hours per month.

(c) Consulting Fees. In consideration for the Services, Service Recipient shall pay or cause to be paid to Consultant a total consulting fee (the "Fee") of $[●][3]. Subject to

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[1] **Note to Draft**: To be entered into by one of the Reorganized OpCo Debtors.

[2] **Note to Draft**: Agreement to be entered into with each of Manu Sekhri, James Boyden, Tony Kassam, Anil Damani, Ryan Bouskill, Hassan Ijaz and Stephanie Polito.

[3] **Note to Draft**: See Exhibit A for a schedule of the Fee for each Consultant.

Consultant continuing to provide Services on the relevant payment date, fifty percent (50%) of the Fee shall be paid on the OpCo Plan Effective Date (the "Initial Fee") and the remaining fifty percent (50%) of the Fee shall be paid in four (4) equal quarterly installments commencing on the three (3)-month anniversary of the OpCo Plan Effective Date with the final installment being paid on the twelve (12)-month anniversary of the OpCo Plan Effective Date; *provided*, that, in the event of a transaction or series of related transactions that is consummated following the OpCo Plan Effective Date whereby any "person" or related "group" of "persons" (in each case, other than an entity with respect to which at least 50% of the combined voting or value is then owned, directly or indirectly, by individuals and entities (or affiliates of such individuals and entities) who were the holders of the Prepetition OpCo First Lien Claims), directly or indirectly acquires ownership of (x) more than fifty percent (50%) of the equity value of the Reorganized OpCo Debtors or (y) substantially all of the assets of the Reorganized OpCo Debtors (each, a "Change in Control"), then, upon such Change in Control, any unpaid portion of the Fee shall be immediately paid and the Term shall automatically expire upon such payment.

(d) Taxes/Benefits. With respect to the Fee, Consultant shall bear full and sole responsibility for payment on behalf of Consultant of all non-U.S., U.S. federal, state, and local income tax withholding, social security, taxes, workers' compensation coverage, unemployment insurance, liability insurance, health and/or disability insurance, retirement benefits or other welfare or pension benefits, and/or other payments and expenses due or owed to, for, or with respect to Consultant to the extent provided for under this Agreement, and all tax filings and/or information reporting obligations (except, in each case, to the extent required to be filed or reported by Service Recipient). For the avoidance of doubt, the Form 1099 issued in respect of the Fees hereunder shall reflect the gross amount of any such Fees including the Initial Fee.

(e) Use of Proceeds. Consultant acknowledges that the Initial Fee (or a portion thereof) shall (i) if the Holdings Settlement Motion is approved by final order of the Bankruptcy Court, be automatically deemed, without Service Recipient actually remitting any cash payment to Consultant, contributed by Service Recipient on behalf of Consultant to the OpCo Debtors to satisfy Consultant's pro rata portion of the OpCo Holdings DIP Tranche or (ii) if the Holdings Settlement Motion is not approved by final order of the Bankruptcy Court, be automatically deemed, without Service Recipient actually remitting any cash payment to Consultant, to be contributed back to the OpCo Debtors to fund Consultant's pro rata purchase of the OpCo Holdings DIP Tranche from the OpCo Debtors; *provided however*, that if the OpCo Holdings DIP Tranche is less than the Initial Fee, Service Recipient shall pay or cause to be paid the excess Initial Fee to Consultant, as applicable. Consultant's pro rata portion of the OpCo Holdings DIP Tranche shall be expressed as a quotient equal to the Initial Fee contributed on behalf of such Consultant divided by two million five hundred thousand dollars ($2,500,000).

(f) Reimbursement of Expenses. During the Term, Service Recipient shall reimburse Consultant for reasonable expenses that have been pre-approved by an authorized representative of Service Recipient in writing, and which were incurred in connection with Consultant's performance of Services. Any such expenses shall be reimbursed upon submission of written evidence in accordance with Service Recipient's expense reimbursement policies, as in effect from time to time. Upon Consultant's presentation of appropriate documentation, Service Recipient shall, or shall cause, Consultant to be promptly reimbursed for such expenses.

3. Independent Contractor Status. Consultant agrees that Consultant is an independent contractor and that Consultant is not entitled to and shall not claim any of the rights, privileges, or benefits of an employee of Service Recipient or any of Service Recipient's affiliates (collectively the "Service Recipient Parties"). Furthermore, nothing in this Agreement is intended or shall be deemed to create any partnership, agency, or joint venture relationship between or among the parties. Consultant understands that Consultant will not receive any of the rights, privileges, or benefits that the Service Recipient Parties extend to their employees, including, but not limited to, any wages, compensation, commissions, bonuses, profit sharing benefits, carried interest, equity, phantom equity, performance compensation, pension benefits, savings benefits, 401(k) benefits, health or life insurance benefits, welfare benefits, vacation, sick pay, termination or severance benefits, or other perquisites, by virtue of this Agreement or by virtue of Consultant's provision of services to Service Recipient.

4. Warranties and Indemnity.

(a) Consultant warrants that, as of the date hereof, with respect to any patent, trademark, copyright, trade secrets, or similar right, to the best of Consultant's knowledge, Consultant's performance of the Services under this Agreement does not and will not violate any applicable law, rule, regulation, contract with third parties, or third-party rights in such patent, trademark, copyright, trade secrets, or similar right. Consultant further warrants that Consultant is the lawful owner or licensee of any software programs or other materials used by Consultant in the performance of the Services hereunder, except those made available to Consultant by Service Recipient for use hereunder, and that Consultant has all rights necessary to convey to Service Recipient the unencumbered ownership of any work product and/or deliverables.

(b) Consultant hereby represents and warrants that Consultant is not bound to any agreement with any former employer, entity, or person which would or may prevent Consultant from performing the Services. Consultant further represents and warrants, as of the date hereof, and to the best of Consultant's knowledge, Consultant's performance of the obligations under this Agreement do not conflict with or violate the terms of any order, rule, law, regulation, or other legal requirement or obligation applicable to Consultant. Consultant represents and warrants that Consultant has not engaged in any misconduct (including, but not limited to, discrimination, harassment (including sexual harassment), or retaliation), or cover-up of such misconduct, that, if known to the public, would cause material harm to the business or reputation of the Service Recipient. Should Consultant become aware of any reason that Consultant cannot perform the Services, or if Consultant believes any violation of law exists relating to any Service Recipient Party, Consultant will immediately so notify the Service Recipient in writing. Consultant also represents and warrants that Consultant (i) will abide by all contractual obligations that Consultant may have to all prior employers or other persons or entities, and (ii) will not retain, review or utilize any other person's or entity's confidential or proprietary information or trade secrets in connection with performing the Services.

(c) Consultant hereby agrees to indemnify and hold harmless each and all of the Service Recipient Parties from and against any and all direct losses, costs, damages, and/or expenses, including, but not limited to, attorneys' and experts' fees, costs, and disbursements incurred by the Service Recipient Parties, or any of them, arising out of any breach by Consultant of this Agreement.

(d) The Service Recipient hereby agree to indemnify and hold harmless Consultant from and against any and all direct losses, costs, damages, and/or expenses, including, but not limited to, attorneys' and experts' fees, costs, and disbursements incurred by the Consultant, arising out of any breach by the Service Recipient of this Agreement.

5. **Limitation of Liability.** EXCEPT FOR BREACHES OF SECTION 7 HEREIN OR WITH RESPECT TO ANY ACT OR OMISSION BY CONSULTANT THAT RESULTS IN, OR WOULD REASONABLY BE EXPECTED TO RESULT IN, THE REVOCATION OR NON-RENEWAL OF THE SERVICE RECIPIENT PARTIES' APPLICABLE CLASS B MASTER LICENSE OR ANY OTHER FINE OR CORRECTIVE ACTION BY THE GEORGIA LOTTERY CORPORATION (THE "EXCLUDED MATTERS"), IN NO EVENT SHALL CONSULTANT BE LIABLE IN CONNECTION WITH THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT TO SERVICE RECIPIENT OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER CONSULTANT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT FOR THE EXCLUDED MATTERS, IN NO EVENT SHALL CONSULTANT'S AGGREGATE LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT EXCEED THE SUM OF (I) THE AMOUNTS PAID TO (OR AS IT RELATES TO THE INITIAL FEE ON BEHALF OF) CONSULTANT UNDER THIS AGREEMENT PLUS (II) [●][4].

6. Limits of Authority. There are certain conditions that Consultant must observe at all times as a condition of Consultant's engagement by Service Recipient. By acceptance of this Agreement, Consultant hereby acknowledges and agrees that Consultant does not have authority to act on behalf of, or otherwise bind, Service Recipient. Accordingly, Consultant may not enter into any agreements on behalf of or purport to bind Service Recipient, or represent to any person that Consultant has the power to create any obligation, express or implied, on behalf of Service Recipient, without Service Recipient's express prior written consent.

7. Confidentiality; Intellectual Property; Exclusivity; Non-Disparagement; Non-Usurpation.

(a) Confidential Information. During the Term of this Agreement, Consultant may have access to or become familiar with information of a confidential or proprietary nature which pertains to the business operations of the Service Recipient Parties and their respective affiliates, clients, investors, and/or advisees ("Confidential Information"). Such Confidential Information includes, but is not limited to: (i) information about the Service Recipient Parties' businesses, services, products, operational methods, and future business plans; (ii) information about the Service Recipient Parties' strategies, methodologies, procedures, and development

[4] **Note to Draft :** The amount for each Consultant is as follows as follows: (i) Manu Sekhri, $29,989,418.64; (ii) James Boyden, $3,081,686.29; (iii) Tony Kassam, $749,769.62; (iv) Anil Damani, $59,441,377.65; (v) Ryan Bouskill, $5,201,913.17; (vi) Hassan Ijaz; $4,197,396.48 and (vii) Stephanie Polito, $1,320,209.00.

plans; (iii) financial information about the Service Recipient Parties; (iv) information about the Service Recipient Parties' related entities; (v) information about the Service Recipient Parties' current and potential customers, clients, and/or investors; (vi) information regarding Service Recipient Parties' prospective and existing contracts and/or business arrangements; (vii) information which is required to be maintained as confidential under governing law or regulation or under an agreement between any of the Service Recipient Parties and any third parties; and (viii) information which may be identified as confidential or proprietary and/or which would otherwise appear to a reasonable person to be confidential or proprietary. Notwithstanding the foregoing, Confidential Information does not include (y) information that was in the public domain at the time of Consultant's receipt from any of the Service Recipient Parties and (z) any information that subsequently becomes a part of the public domain through no fault of Consultant. Consultant agrees not to disclose any Confidential Information, directly or indirectly, or use it in any way, either during the Consulting Period or any time thereafter, except as required in the performance of the Services for Service Recipient. Notwithstanding the foregoing, in accordance with the Defend Trade Secrets Act, 18 U.S.C. § 1833(b), and other applicable law, nothing in this Agreement or any other agreement or Service Recipient policy, shall prevent Consultant from, or expose Consultant to criminal or civil liability under federal or state trade secret law for, (x) directly or indirectly sharing any Service Recipient Party's trade secrets or other Confidential Information (except information protected by any Service Recipient Party's attorney-client or work product privilege) with an attorney or with any federal, state, or local government agencies, regulators, or officials, for the purpose of investigating or reporting a suspected violation of law, whether in response to a subpoena or otherwise, without notice to Service Recipient, or (y) disclosing trade secrets in a complaint or other document filed in connection with a legal claim, provided that the filing is made under seal.

(b) Except as provided in Section 7(a), Consultant agrees that in the event Consultant is served with a subpoena, document request, interrogatory, or any other legal process that will or may require disclosure of any Confidential Information, whether during the Consulting Period or after, Consultant shall immediately notify the Service Recipient of such fact, in writing, and provide a copy of such legal process, and shall thereafter cooperate with the Service Recipient in any lawful response to such legal process at the expense of the Service Recipient.

(c) Upon the termination of this Agreement for any reason, or upon the Service Recipient's request at any time, Consultant agrees to promptly deliver all Confidential Information and Intellectual Property (as defined below) to the Service Recipient. Without limiting the foregoing, Consultant shall not retain any Confidential Information or Intellectual Property, or any copies thereof, following the termination of this Agreement for any reason, and after returning all such information and property to the Service Recipient, and shall destroy all copies thereof that remain in Consultant's possession, custody, or control (whether in hardcopy, electronic form, cloud-based storage, or otherwise).

(d) Consultant has the right under U.S. federal law to certain protections for cooperating with or reporting legal violations to various governmental entities. No provision in this Agreement is intended to prohibit Consultant from disclosing this Agreement to, or from cooperating with or reporting violations to, any such governmental entity, and Consultant may do so without disclosure to the Service Recipient Parties. The Service Recipient Parties may

not retaliate against Consultant for any of these activities.

(e) Intellectual Property. Consultant understands that all copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship developed or created by Consultant during the Consulting Period and related to Consultant's performance of the Services for Service Recipient ("Work Product") will belong exclusively to Service Recipient and will, to the extent possible, be considered a "work made for hire" for Service Recipient within the meaning of Title 17 of the United States Code. However, if the Work Product is not deemed "work made for hire" under Title 17 of the United States Code, Consultant will automatically and in perpetuity assign to Service Recipient at the time of creation of the Work Product, without any requirement of further consideration, any right, title, or interest Consultant may have in such Work Product, including any copyright or other intellectual property rights pertaining thereto. Upon the request of Service Recipient, Consultant will take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to give full and proper effect to any such assignment. In addition, Consultant hereby waives any so-called "moral rights of authors" in connection with the Work Product, and acknowledges and agrees that Service Recipient may use, exploit, distribute, reproduce, advertise, promote, publicize, alter, modify, or edit the Work Product, or combine the Work Product with other works, in Service Recipient's sole discretion, in any format or medium hereafter devised. Consultant further waives any and all rights to seek or obtain any injunctive or equitable relief in connection with the Work Product.

(f) Exclusivity. Consultant acknowledges that during the Consulting Period Consultant shall not, without the express written consent of the Service Recipient (which consent may be granted or withheld in the Service Recipient's sole and absolute discretion), directly or indirectly: (i) advise or participate in the formation or management of any business that provides any functions similar to the Services within the state of Georgia; (ii) perform any functions for a person or entity in a business similar to the Services in the state of Georgia (whether as a director, partner, member, principal, employee, consultant, volunteer or otherwise); or (iii) own any portion of, or be associated in any way with any person or entity performing work similar to the Services in the state of Georgia; provided, however, that nothing in this Agreement shall preclude Consultant from investing Consultant's personal assets in the securities of any business if such securities are (y) traded on a national stock exchange or in the over-the-counter market and if such investment does not result in Consultant beneficially owning, at any time, more than five percent (5%) of the publicly-traded equity securities of such business, or (z) not traded on a national stock exchange or in the over-the-counter market if such investment is as a passive investor and such investment does not result in Consultant beneficially owning, at any time, more than five percent (5%) of any class of equity securities of such business.

(g) Non-Usurpation. During the Consulting Period, Consultant shall not, directly or indirectly, for or on behalf of Consultant or any other person or entity, or in conjunction with any other person or entity, appropriate, seize, solicit, divert, or usurp any business, commercial, investment, financial, strategic, or other business opportunity arising, in each case, in the state of Georgia and of, or relating to the Service Recipient.

(h) Non-Disparagement; Non-Publicity.

(i) Except as provided in Sections 7(a) or (d), above, Consultant agrees that, both during and after the Consulting Period, Consultant will not make any statements, postings, or other communications that are defamatory, malicious, disparaging or slanderous about, or that are misrepresentative of, the Service Recipient Parties. The Service Recipient agrees that the Service Recipient shall direct the members of the New Board and the executive officers of Service Recipient and its direct and indirect subsidiaries and parent companies, as applicable, both during and after the Consulting Period, to not make any statements, postings, or other communications that are defamatory, malicious, or slanderous about, disparaging of, or that are misrepresentative of Consultant. Nothing herein shall prevent any party referenced in this Section 7(h) from (w) communicating with any other party referenced in this Section 7(h) about matters concerning any party's performance, (x) reasonably performing their fiduciary duties, (y) making truthful statements, or (z) making any disclosure required by law or other legal or regulatory process.

(ii) Consultant agrees not to do any of the following absent the explicit written approval of an authorized representative of the Service Recipient: (1) make any statement, posting, or other communication in, on, to or through any media (whether print, television, radio, the internet, social media, or with or through any reporter, blogger, "app" (such as Instagram, Snapchat, or the like), or otherwise (collectively "Media")) that purports to be on behalf of any Service Recipient Party, or which a third party may perceive (y) has been authorized, approved, or endorsed by a Service Recipient Party or (z) reflects the views of any Service Recipient Party, (2) utilize any Service Recipient Party's logo, graphics, or trademarks on any Media or for any other purpose, (3) conduct any Service Recipient business activity on any Media, (4) provide any Service Recipient Party's promotional material to any person or entity, or (5) direct, aid, encourage, or assist any other person or entity to do any of the foregoing; provided that nothing in this Section shall be construed in a manner that would violate any law or be inconsistent with Section 7(a) herein.

8. Termination.

(a) This Agreement shall terminate (i) automatically upon the expiration of the Consulting Period; or (ii) upon five (5) days prior written notice to the Consultant by the Service Recipient at any time.

(b) Upon termination of this Agreement by the Service Recipient prior to the expiration of the Consulting Period, Service Recipient shall pay or cause to be paid to Consultant (x) all Fees owed (whether or not yet earned) during the Term no later than five (5) days following the date this Agreement is terminated and (y) all unreimbursed business expenses in accordance with Service Recipient's expenses reimbursement policies as in effect at the time this Agreement is terminated; *provided, however*, that if the Service Recipient terminates this Agreement as a result of a Disqualifying Reason (as defined below), then: (i) the Service Recipient shall have no further obligations to Consultant under this Agreement or otherwise (including, but not limited to, any obligation to provide or to continue to provide any Fees) other than to pay all unreimbursed business expenses in accordance with Service Recipient's expenses reimbursement policies as in effect at the time this Agreement is terminated; (ii) the Service Recipient shall be entitled to recoup the amount of the Fees, or portion thereof, that Consultant received pursuant to this Agreement (as applicable), plus the reasonable attorneys' fees and costs the Service Recipient incurs in recouping

such amounts; (iii) the Service Recipient shall have all rights and remedies available to it under this Agreement and any applicable law or equitable theory; and (iv) all of Consultant's promises, covenants, representations, and warranties under this Agreement[, and under the Surviving Provisions (as defined below)][5], including, for the avoidance of doubt the obligations in Section 7 herein, will remain in full force and effect pursuant to their applicable terms.

(c) "Disqualifying Reason" means any of (i) Consultant's material breach of any representations or obligations of Consultant in this Agreement or the [Surviving Provisions,][6], (ii) Consultant's commission or conviction of, or plea of guilty or no contest to, any arrestable offence that is reasonably expected to result in material harm to the Service Recipient Parties, and (iii) any act or omission by Consultant that would cause Consultant to be prohibited, under applicable law or any consent decree, from providing the Services.

9. Enforcement/Breach. Consultant agrees that Consultant's breach or threatened breach of any of the restrictions set forth in Sections 3 through 8 of this Agreement will result in irreparable and continuing damage to the Service Recipient for which there is no adequate remedy at law. Thus, the Service Recipient, and any other Service Recipient Party, shall be entitled to obtain emergency equitable relief, including a temporary restraining order and/or preliminary injunction, from any state or federal court of competent jurisdiction, without first posting a bond, to restrain any such breach or threatened breach. Such relief shall be in addition to any and all other remedies, including damages, available to the Service Recipient and any other Service Recipient Party against Consultant for such breaches or threatened breaches.

10. Miscellaneous.

(a) Entire Agreement. Other than any agreement between Consultant and any of the OpCo Debtors assumed by the Service Recipient Parties in accordance with the Plan and Confirmation Order (any such agreement, the "Assumed Agreement"), this Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the matters covered hereby and supersedes and replaces any express or implied, written or oral, prior agreement, plan or arrangement with respect to such matters which Consultant may have had with Service Recipient; *provided*, *however*, that this Agreement does not supersede or replace, and Consultant acknowledges and agrees Consultant continues to be subject to, and will abide by, the restrictive covenants set forth in [Sections [●], [●], and [●] of the Separation Agreement and General Release Agreement by and between Consultant and [●], dated as of [●], 2020, including, for the avoidance of doubt, the restrictive covenants set forth in that certain Non-Compete, Non-Solicitation and Non-Disclosure Agreement dated as of [●], 2020][7]/[the Assumed Agreement][8] (the "Surviving Provisions"). Notwithstanding anything in this Agreement or in any other agreement to the contrary, in the event there is a conflict between the restrictive covenants contained in this Agreement and the Surviving Provisions, the more restrictive covenants, as determined by the Service Recipient, shall apply.

---

[5] **Note to Draft**: To be included for Anil Damani and any Consultant in which there is an Assumed Agreement.

[6] **Note to Draft**: To be include for Anil Damani and any Consultant in which there is an Assumed Agreement.

[7] **Note to Draft**: To be included for Anil Damani.

[8] **Note to Draft**: To be included to the extent there is an Assumed Agreement.

(b) Successors and Assigns. Neither this Agreement nor any of the parties' respective rights and duties hereunder, shall be assignable or delegable by either Service Recipient or Consultant; *provided, however*, that the Service Recipient may assign the Agreement to any of the Service Recipient Parties, whether in existence today or to come into existence, and upon such assignment, the rights and obligations of the Service Recipient hereunder shall become the rights and obligations of such assigned party; *provided, however*, that the Service Recipient is not relieved of its obligations hereunder. Any purported assignment or delegation by either party in violation of the foregoing shall be null and void ab initio and of no force and effect.

(c) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to the conflicts of laws principles thereof. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in any state or federal court located in the state of Georgia. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

(d) Amendment; Waiver. Neither this Agreement nor any provision hereof may be amended, modified, or waived, except by an instrument in writing and signed by both parties. The failure of any party to this Agreement to enforce any of its terms, provisions or covenants shall not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by any party hereto of any breach or default by another party of any term or provision of this Agreement shall not operate as a waiver of any other breach or default.

(e) Severability; Modification. The parties have carefully reviewed the provisions of this Agreement and agree that they are fair and equitable. However, in light of the possibility of differing interpretations of law and changes in circumstances, the parties agree that if any one or more of the provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall, to the extent permitted by law, remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party. Moreover, if any of the provisions contained in this Agreement are determined by a court of competent jurisdiction to be excessively broad as to duration, activity, geographic application or subject, it shall be construed, by limiting or reducing it to the extent legally permitted, so as to be enforceable to the extent compatible with then applicable law.

(f) Notices. Any notices required or made pursuant to this Agreement shall be in writing and shall be deemed to have been given when delivered or mailed by United States certified mail, return receipt requested, postage prepaid, as follows:

if to Consultant:	**if to Service Recipient:**
[NAME]	[NAME]
[ADDRESS]	[ADDRESS]

or to such other address as either party may furnish to the other in writing in accordance with this Section 10(e). Notices of change of address shall be effective only upon receipt.

(g) Descriptive Headings/Captions. The section headings and captions contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Additionally, the parties agree that electronic reproductions of signatures (*i.e.*, scanned PDF versions of original signatures, facsimile transmissions, and the like) will be treated as original signatures for purposes of execution of this Agreement.

(i) Survival. Sections 3, 4, 5, 6, 7, 8 9, and 10 of this Agreement shall survive any termination hereof.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, Service Recipient and Consultant have executed this Agreement as of the date first set forth above.

[_____][9]	**CONSULTANT**
By: _____	_____
Name:	[Name]
Title:	

[9] **Note to Draft**: To be entered into by one of the Reorganized OpCo Debtors.

Exhibit A

Consultant Fee Schedule

Consultant	Fee
Anil Damani	$3,098,248.60
Manu Sekhri	$1,663,659.88
Ryan Bouskill	$86,925.98
Hassan Ijaz	$68,680.24
James Boyden	$51,690.82
Stephanie Polito	$21,963.88
Tony Kassam	$8,830.59

Exhibit B

CONSULTING AGREEMENT
ALLOCATIONS

Consultants	**Fee Allocation**
Anil Damani	$3,098,248.60
Manu Sekhri	$1,663,659.88
Ryan Bouskill	$86,925.98
Hassan Ijaz	$68,680.24
James Boyden	$51,690.82
Stephanie Polito	$21,963.88
Shafik Kassam	$8,830.59

Exhibit B to RSA
Plan

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
LUCKY BUCKS, LLC, *et al.*,[1]	)	Case No. 23-_____ ()
Debtors.	)	(Joint Administration Requested)

JOINT CHAPTER 11 PLAN FOR
LUCKY BUCKS, LLC, LUCKY BUCKS
HOLDCO, LLC, AND LUCKY BUCKS HOLDINGS LLC

MILBANK LLP
Dennis F. Dunne (admitted *pro hac vice*)
Tyson Lomazow (admitted *pro hac vice*)
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queroli@rlf.com

Proposed Co-Counsel to the
Debtors and Debtors in Possession

Dated: June 8, 2023

[1] The Debtors in these chapter 11 cases (the "Chapter 11 Cases"), along with the last four digits of each Debtor's federal identification number, include: (i) Lucky Bucks, LLC ("Lucky Bucks") (4376); (ii) Lucky Bucks HoldCo, LLC ("HoldCo and, together with Lucky Bucks, the "OpCo Debtors") (0081); and (iii) Lucky Bucks Holdings LLC ("Holdings") (3221). The Debtors' primary mailing address is 5820 Live Oak Parkway, Suite 300, Norcross, Georgia 30071.

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INTRODUCTION

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

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

The Debtors are seeking to have these Chapter 11 Cases jointly administered for procedural purposes only. Notwithstanding the foregoing, the Plan constitutes a separate Plan for each Debtor, and each Debtor is a proponent of its own Plan within the meaning of section 1129 of the Bankruptcy Code. In addition, at the Required Consenting Prepetition Lenders' option (in consultation with the Consenting RC Ad Hoc Group Lenders), the OpCo Plan may be severed from the Holdings Plan, and the confirmation and effectiveness of the OpCo Plan shall proceed in the event the Holdings Plan and the Holdings Settlement Agreement are not approved by the Bankruptcy Court by the Severance Trigger Date. In such event, the OpCo Debtors may emerge independently.

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

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

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

I. DEFINED TERMS AND RULES OF INTERPRETATION

A. Defined Terms

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

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

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

"Administrative Claim" means a Claim entitled to priority for costs and expenses of administration of the applicable Debtor's estate under Bankruptcy Code sections 503(b), 507(a)(2), 507(b), or 1114(e)(2), including: (a) the actual and necessary costs and expenses incurred on or after the Petition Date of preserving the applicable Estate and operating the businesses of the OpCo Debtors; (b) Allowed Professional Fee Claims in the applicable Chapter 11 Cases; (c) all fees and charges assessed against the applicable Debtors' Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930; (d) Adequate Protection Claims (as defined in the OpCo DIP Term Sheet); and (e) the Restructuring Expenses.

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

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

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

"Allowed" means with respect to a Claim, except as otherwise provided herein: (a) a Claim in a liquidated amount as to which no objection has been Filed prior to or on the applicable objection deadline and that is either evidenced by a timely Filed Proof of Claim or that is not required to be evidenced by a Proof of Claim under the Plan, the Bankruptcy Code, or a Final Order; (b) to the extent the Debtors file Schedules, a Claim that is scheduled by the Debtors as neither disputed, contingent, nor unliquidated, and for which no Proof of Claim has been Filed in an unliquidated or different amount; or (c) a Claim that is deemed "Allowed" (i) pursuant to the Plan, (ii) in any stipulation approved by the Bankruptcy Court, (iii) pursuant to any contract, instrument, indenture, or other agreement entered into or assumed in connection with the Plan, or (iv) by Final Order (including any Claim to which the Debtors had objected or which the Bankruptcy Court had allowed prior to such Final Order); provided, that with respect to a Claim described in clauses (a) through (c) above, such Claim shall be considered Allowed only if and to the extent no objection to the allowance of such Claim has been Filed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or if such an objection had been Filed, it was overruled and such Claim was Allowed by a Final Order; provided, further, that no Claim of any Person subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Person pays in full the amount that it owes to the applicable Debtor, Reorganized OpCo Debtors, Wind-Down OpCo Debtors, or Wind-Down Holdings, as applicable. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim is timely Filed (except to the extent otherwise deemed "Allowed" pursuant to clause (c) above), shall be deemed expunged without further action by the Debtors and without further notice to any party or order of the Bankruptcy Court.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Confirmation" means entry of a Confirmation Order on the docket of the Chapter 11 Cases of the OpCo Debtors and/or of Holdings, as applicable, within the meaning of Bankruptcy Rules 5003 and 9021.

"Confirmation Date" means, as applicable, a date on which the Bankruptcy Court enters a Confirmation Order on the docket of the Chapter 11 Cases of the OpCo Debtors and/or of Holdings, as applicable.

"Confirmation Hearing" means, as applicable, a hearing before the Bankruptcy Court at which any of the Debtors seek entry of a Confirmation Order.

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

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

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

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

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

"Consultant Carve-out Group" means each of: Luck Holdings, TCFIII Luck SPV LP, a Delaware limited partnership, TCFIII Luck Acquisition LLC, a Delaware limited liability company, Southern Star Gaming, LLC, a Delaware limited liability company, Quantum Gaming Corp., a Delaware corporation, TCFIII Luck LP, a Delaware limited partnership, TCFIII Luck GP LLC, a Delaware limited liability company, Trive Capital Luck Blocker LLC, a Delaware limited liability company, Trive Capital Management LLC, a Delaware limited liability company, Trive Capital Holdings LLC, a Delaware limited liability company ("TCH"), each past, present and future investment vehicle, managed account or fund in which the general partner, member,

manager or the like thereof or the investment manager or advisor thereto is directly or indirectly Controlled by TCH (each, a "Trive Fund") (including Trive Capital Fund III LP, a Delaware limited partnership, and Trive Capital Fund III-A LP, a Delaware limited partnership), each past, present and future "portfolio company" of each Trive Fund (other than the Debtors), and each Related Party of each of the foregoing Persons.

"Consultants" means each of Manu Sekhri, James Boyden, Shafik Kassam, Anil Damani, Ryan Bouskill, Hassan Ijaz, and Stephanie Polito; provided, that if any such Person has not signed both the Restructuring Support Agreement and the Holdings Settlement Agreement on or prior to, or within Six (6) Business Days after, the Petition Date, then such Person shall not be (i) a Consultant, (ii) offered a Consulting Agreement, (iii) entitled to receive any Consulting Fees, (iv) entitled to receive or have the benefit of any release, exculpation, injunction, indemnification or insurance provisions in the Plan or any of the Definitive Documents in any respect (whether directly or indirectly as a Related Party of any Released Party or other Person) or (v) provided any consent rights under the Restructuring Support Agreement or this Plan.

"Consulting Agreements" means the consulting agreements to be entered into by one or more Reorganized OpCo Debtors with, to the extent permitted under applicable law (including under any consent decree), each of the Consultants (either directly or indirectly through a Controlled company) on the OpCo Plan Effective Date, the form of which is attached as Exhibit A to the Supplemental Implementation Term Sheet; provided that any changes to the Consulting Agreement shall be in form and substance acceptable to the applicable Consultant and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) and the applicable Consultants.

"Consulting Fee Schedule" means the schedule of Consulting Fees attached as Exhibit B to the Supplemental Implementation Term Sheet.

"Consulting Fees" means an aggregate amount of $5 million payable by the Reorganized OpCo Debtors to the Consultants in accordance with Article IV.A.9 hereof and allocated among such Consultants in accordance with the Consulting Fee Schedule; provided, that to the extent a Consultant does not enter into a Consulting Agreement, the Consulting Fees shall be reduced by the amount set forth on the Consulting Fee Schedule with respect to such Consultant; provided further, that if any Person who otherwise would qualify as a Consultant has not signed both the Restructuring Support Agreement and the Holdings Settlement Agreement on or prior to, or within six (6) Business Days after, the Petition Date, then such Person shall not be (i) a Consultant, (ii) offered a Consulting Agreement, or (iii) entitled to receive any Consulting Fees.

"Consummation" means the occurrence of the OpCo Plan Effective Date and/or Holdings Plan Effective Date, as applicable.

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

"Cure Amount" means the amount, including an amount of $0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as

may be agreed upon by the parties to such Executory Contract or Unexpired Lease) that is to be assumed by the Debtors (and, in a Sale Scenario, potentially assigned to the Purchaser(s)) pursuant to sections 365 or 1123 of the Bankruptcy Code).

"D&O Liability Insurance Policy" means all insurance policies (including any "tail policy") with respect to liability of any current or former directors, managers, officers, or members, as applicable, of any Debtor.

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

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

"DIP Claims" means the OpCo DIP Claims and the Holdings DIP Claims.

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

"Disclosure Statement" means the disclosure statement for the Plan, including all exhibits and schedules thereto.

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

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

"Distribution Date" means, except as otherwise set forth herein, the date or dates determined by the applicable Debtor(s) (if on the OpCo Plan Effective Date and/or Holdings Plan Effective Date, as applicable) or the applicable Plan Administrator(s) (if after the OpCo Plan Effective Date and/or Holdings Plan Effective Date, as applicable), upon which the applicable Debtor(s) or the Plan Administrator(s), shall make distributions to the holders of Allowed Claims.

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

"Effective Date" means the OpCo Plan Effective Date and/or the Holdings Plan Effective Date, as applicable.

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

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

"Exculpated Parties" means (a) the Debtors and their Estates; (b) the Debtors' officers, members of the Board of Managers of any Debtor, the managing member (or comparable governing body or Person) of any Debtor, and employees of any Debtor; (c) the Consenting Prepetition Lenders; (d) the Holdings DIP Lenders and the Holdings DIP Agent; (e) the OpCo DIP Lenders and the OpCo DIP Agent; (f) the Holdings Plan Administrator; (g) in a Sale Scenario, each Purchaser and the OpCo Plan Administrator (as applicable); (h) the Holdings Settling Parties; (i) the Committee, if any, and its members, each in its capacity as such, and (j) each Related Party of each Person in clauses (a) through clause (i), in each case, solely in its capacity as such; provided, that if any Person that otherwise would qualify as a Sponsor or Consultant has not signed the Restructuring Support Agreement and the Holdings Settlement Agreement on or prior to, or within six (6) Business Days after, the Petition Date, then such Person shall not be an Exculpated Party in any capacity.

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

"Existing Holdings Equity Interests" means the Interests in Holdings.

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

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

"Final DIP Orders" means the OpCo Final DIP Order and the Holdings Final DIP Order, as applicable.

"Final Order" means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, vacated, stayed, modified, or amended, and as to which the time to appeal, seek leave to appeal, or seek certiorari has expired and no appeal or petition for certiorari or motion for leave to appeal has been timely taken, or as to which any appeal that has been taken or any petition for certiorari or motion for leave to appeal that has been or may be filed has been resolved by the highest court to which the order or judgment could be appealed or from which certiorari or leave to appeal could be sought or the new trial, reargument, leave to appeal, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice, provided, however, that no order or judgment shall fail to be a "Final Order" solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

"First Day Pleadings" means those certain motions, applications, and related pleadings filed by the Debtors on the Petition Date, in form and substance acceptable to the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders).

"First-Out Priority Exit Term Loans" means new money term loans provided under the OpCo Exit Facility in the principal amount of up to $43 million, as determined in accordance with the OpCo Exit Commitment Letter and Term Sheet.[2]

"General Unsecured Claim" means any prepetition, general unsecured claim against one or more Debtors, excluding claims held by one or more Debtors, provided, however, that except for claims for any rejection damages arising under executory contracts set forth in Schedule 6.4(a) to the Restructuring Support Agreement, any Claims (i) on account of the OpCo Debtors' indemnification obligations in favor of any current or former employee, officer, director, Consultant, or independent contractor of the OpCo Debtors or (ii) of any equity holder of Holdings

[2] If the OpCo Holdings DIP Tranche is less than $2 million or if the aggregate professional fees payable by the OpCo Debtors in connection with the Chapter 11 Cases are lower than a threshold to be agreed upon between the OpCo Debtors and Required OpCo Backstop Lenders (as defined in the OpCo DIP Term Sheet), the size of the First-Out Priority Exit Term Loans shall be reduced on a dollar for dollar basis.

or any of their respective affiliates against the OpCo Debtors shall (w) be released pursuant to the OpCo Plan, (x) not be considered General Unsecured Claims under the OpCo Plan, (y) be deemed Disallowed under the OpCo Plan, and (z) receive no recovery under the OpCo Plan.

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

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

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

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

"HoldCo" means Lucky Bucks HoldCo, LLC.

"Holdings" means Lucky Bucks Holdings LLC.

"Holdings DIP Agent" means, if applicable, the administrative agent for the Holdings DIP Facility.

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

"Holdings DIP Facility" means a senior secured postpetition debtor in possession financing facility provided to Holdings by Luck Holdings and the OpCo Debtors and secured by the assets of Holdings other than with respect to Avoidance Actions, provided that, such security shall also include liens on the proceeds and offspring of such Avoidance Actions, on terms and conditions acceptable to Luck Holdings, the OpCo Debtors and the Required OpCo DIP Lenders and to be in an amount not to exceed $4 million in the aggregate, provided, that the portion of the Holdings DIP Facility provided by the OpCo Debtors shall not exceed the lesser of (a) $2 million and (b) 49.382% of the total amount of the Holdings DIP Facility.

"Holdings DIP Facility Documents" means the documents governing the Holdings DIP Facility, including, the Holdings DIP Term Sheet, the Holdings Final DIP Order and any amendments, modifications, and supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith, which shall be in form and substance reasonably acceptable to the Debtors, the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), the Holdings DIP Lenders, the Sponsors, and the Consultants.

"Holdings DIP Lenders" means Luck Holdings and the OpCo Debtors. For the avoidance of doubt, none of the holders of the Prepetition OpCo First Lien Claims shall be Holdings DIP Lenders.

"Holdings DIP Liens" means the liens securing the obligations under the Holdings DIP Facility.

"Holdings DIP Motion" means the motion Filed by the Debtors in the Chapter 11 Cases seeking approval of the Holdings DIP Facility.

"Holdings DIP Term Sheet" means the term sheet for the Holdings DIP Facility either attached as an exhibit to the Restructuring Support Agreement or subsequently provided by Holdings and subject to the consent of the Consenting Parties.

"Holdings Distribution Record Date" means seven (7) business days prior to the Holdings Plan Effective Date.

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

"Holdings Intercompany Claim" means any Claim against Holdings held by an OpCo Debtor; provided, that for the avoidance of doubt, Holdings DIP Claims shall not be Holdings Intercompany Claims.

"Holdings Litigation" means, if the Holdings Settlement Agreement has not been approved by the Bankruptcy Court, any litigation of the Causes of Action proposed to be settled in the Holdings Settlement Agreement to judgment or settlement.

"Holdings Note Purchase Agreement" means that certain Note Purchase Agreement, dated as of November 29, 2021, by and among Holdings, the Holdings Note Purchase Agreement Agent, and the holders of the Holdings PIK Notes from time to time.

"Holdings Note Purchase Agreement Agent" means Alter Domus (US) LLC, as administrative and collateral agent under the Holdings Note Purchase Agreement.

"Holdings PIK Notes" means the 12.5% PIK Notes due 2028 issued under the Holdings Note Purchase Agreement.

"Holdings PIK Note Claims" means all Claims derived from, based upon, relating to, or arising under the Holdings PIK Notes and the Holdings Note Purchase Agreement.

"Holdings Plan" means this chapter 11 plan as it pertains to Holdings, including in the event the Plan is severed into separate plans for Holdings and the OpCo Debtors on the Severance Trigger Date.

"Holdings Plan Administrator" means the Person, or any successor thereto, selected by Holdings, the Sponsors and Consultants, to administer Wind-Down Holdings, which will have all powers and authority set forth in Section IV.D.5 of the Plan; provided, that if the Consulting Agreements are not in full force and effect as of the Holdings Plan Effective Date and the Holdings Settlement Agreement has not been approved by a Final Order, the identity of the Holdings Plan Administrator shall be acceptable to the Required OpCo DIP Lenders.

"Holdings Plan Administrator Agreement" means the agreement between the Holdings Plan Administrator and Holdings regarding the administration of Wind-Down Holdings' assets and other matters related to its Estate, which shall be Filed as part of the Plan Supplement and which shall be acceptable to the Sponsors and the Consultants.

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

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

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

"Holdings Professional Fee Escrow Amount" means the aggregate amount of Holdings Professional Fee Claims and other fees and expenses that the Professionals estimate they have incurred or will incur in rendering services to Holdings prior to and as of the Holdings Plan Effective Date, which estimates shall be delivered by such Professionals to Holdings and the Required Consenting Lenders as set forth in Article II.B.4 of the Plan, and which shall be allocated to Holdings' Estate.

"Holdings Settlement Agreement" means the settlement agreement among Holdings and any other Person party thereto, as approved pursuant to the Holdings Settlement Order, which settlement agreement is attached as an exhibit to the Restructuring Support Agreement, with any amendments thereto being in form and substance reasonably acceptable to the Debtors, the Required Consenting Lenders, the Sponsors and the Consultants.

"Holdings Settlement Consideration" means the Cash received by Holdings from the Holdings Settling Parties under the Holdings Settlement Agreement, as approved by the Bankruptcy Court pursuant to the Holdings Settlement Order.

"Holdings Settlement Motion" means the motion seeking approval of the Holdings Settlement Agreement, which shall be in form and substance reasonably acceptable to the Debtors, the Sponsors, and the Consultants and, with respect to any term impacting the OpCo Debtors,

including the OpCo Holdings DIP Tranche, the OpCo Debtors and the Required Consenting Lenders.

"Holdings Settlement Order" means the order of the Bankruptcy Court to be entered approving the Holdings Settlement Agreement, the form and substance of which shall be acceptable to the Sponsors, Consultants, and Required Consenting Lenders.

"Holdings Settling Parties" means the non-Debtor parties to the Holdings Settlement Agreement.

"Holdings Wind-Down Escrow Account" means an interest-bearing account funded by Holdings with a portion of the Holdings Settlement Consideration Cash on the Holdings Plan Effective Date in accordance with Article II.B.

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

"Initial Consulting Fees" means 50% of the aggregate amount of Consulting Fees, which shall be payable to the applicable Consultants on the OpCo Plan Effective Date in accordance with Article IV.A.9 hereof.

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

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

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

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

"Luck Holdings" means TCFIII Luck Holdings LLC.

"Lucky Bucks" means Lucky Bucks, LLC.

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

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

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

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

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

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

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

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

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

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

"OpCo DIP Facility" means the senior secured debtor in possession financing facility for the OpCo Debtors, consisting of (i) up to $20.5 million of new money term loans; provided, that if the OpCo Holdings DIP Tranche is less than $2 million, the new money component of the OpCo DIP Facility shall be reduced on a dollar-for-dollar basis, and (ii) up to $61.5 million of existing term loans outstanding under the Prepetition OpCo First Lien Credit Agreement that are converted on a dollar-for-dollar basis into term loans under the OpCo DIP Facility.

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

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

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

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

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

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

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

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

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

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

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

"OpCo Holdings DIP Tranche" means that portion of the Holdings DIP Facility provided by the OpCo Debtors, which shall not exceed the lesser of (a) $2 million or (b) 49.832% of the amount of the Holdings DIP Facility.

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

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

"OpCo Plan" means this joint prepackaged plan of reorganization as it pertains to the OpCo Debtors, including in the event the Plan is severed on the Severance Trigger Date into the OpCo Plan and the Holdings Plan.

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

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

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

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

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

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

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

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

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

"Petition Date" means June 8, 2023.

"Plan" means this Plan, including, as applicable, the OpCo Plan and the Holdings Plan, in each case, including any supplements and exhibits hereto, as it and they may be altered, amended, modified, or supplemented from time to time in accordance with their terms.

"Plan Administrator(s)" means the Holdings Plan Administrator and the OpCo Plan Administrator, if any.

"Plan Administrator Agreement(s)" means the Holdings Plan Administrator Agreement and the OpCo Plan Administrator Agreement, if any.

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

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

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

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

"Prepetition OpCo First Lien Claims" means any Claim for principal, *plus* accrued and unpaid interest as of the Petition Date, fees, premiums, and other obligations, amounts, and

expenses of the Prepetition OpCo First Lien Lenders and the Prepetition OpCo First Lien Agent derived from, based upon, relating to, or arising under the Prepetition OpCo First Lien Credit Agreement.

"Prepetition OpCo First Lien Credit Agreement" means that certain Credit Agreement, dated as of July 30, 2021 (as amended by the Incremental Facility Amendment No. 1, dated as of October 12, 2021, the Incremental Facility Amendment No. 2, dated as of October 27, 2021, the Amendment No. 3 to Credit Agreement, dated as of March 31, 2023, the Amendment No. 4 to Credit Agreement, dated as of April 6, 2023, the Amendment No. 5 to Credit Agreement, dated as of April 29, 2023, the Amendment No. 6 to Credit Agreement, dated as of May 5, 2023, the Amendment No. 7 to Credit Agreement, dated as of May 15, 2023, the Amendment No. 8 to the Credit Agreement, dated as of May 17, 2023, the Amendment No. 9 to the Credit Agreement, dated as of May 22, 2023, the Amendment No. 10 to the Credit Agreement, dated as of May 24, 2023, and the Amendment No. 11 to the Credit Agreement, dated as of May 30, 2023, and as may be altered, amended, modified, or supplemented from time to time in accordance with its terms prior to the date hereof, consisting of (i) a revolving credit facility due 2026 and (ii) a first-lien term loan facility due 2027.

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

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

"Pro Rata" means the proportion that an Allowed Claim or an Allowed Interest in a particular Class bears to the aggregate amount of Allowed Claims or Allowed Interests in that Class; provided, that when used in relation to the Consulting Fees or the purchase of the OpCo Holdings DIP Tranche using Consulting Fees, means the proportion that a Consulting Fee for a particular Consultant bears to the aggregate amount of all Consulting Fees for all Consultants had each of the Consultants entered into Consulting Agreements.

"Professional" means any Person: (a) retained pursuant to a Final Order of the Bankruptcy Court in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

"Professional Fee Claims" means a Claim by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under Bankruptcy Code sections 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5).

"Professional Fee Escrow Accounts" means the Holdings Professional Fee Escrow Account and the OpCo Professional Fee Escrow Account.

"Professional Fee Escrow Amounts" means the Holdings Professional Fee Escrow Amount and the OpCo Professional Fee Escrow Amount.

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

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

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

"Qualified Bid" means, if applicable, an offer to purchase all or substantially all of the OpCo Debtors' assets or all or a portion of the equity interests in the Reorganized OpCo Debtors that complies in all respects with the Bidding Procedures (unless otherwise agreed by the OpCo Debtors and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders)) or a credit bid by the Required OpCo DIP Lenders of OpCo DIP Claims and/or Required Consenting Prepetition Lenders of Prepetition OpCo First Lien Claims for all or substantially all of the OpCo Debtors' assets or equity interests in the Reorganized OpCo Debtors.

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

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

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

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

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

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

professionals and advisors, and any such Person's respective successors, assigns, heirs, executors, estates, and nominees.

"Released Party" means each of: (a) the Debtors and their Estates; (b) the Reorganized OpCo Debtors; (c) the Debtors' officers, members of the Board of Managers of any Debtor, the managing member (or comparable governing body or Person) of any Debtor, and employees of any Debtor; (d) the Holdings DIP Lenders and the Holdings DIP Agent, (e) the OpCo DIP Lenders and the OpCo DIP Agent; (f) the Consenting Prepetition Lenders; (g) the Prepetition OpCo First Lien Lenders; (h) the Prepetition OpCo First Lien Agent; (i) the Sponsors; (j) the Consultants; (k) all holders of Claims, Interests, or Causes of Action that (i) vote to accept the Plan; (ii) vote to reject the Plan and do not elect to opt out of the releases contained in Article VIII of the Plan; or (iii) are Unimpaired and do not timely File an objection to the releases contained in Article VIII of the Plan that is not resolved before Confirmation; (l) the Holdings Plan Administrator; (m) in the event of one or more Sale Transaction(s), each Purchaser and the OpCo Plan Administrator (if applicable); (n) the Committee and its members, if any, each in its capacity as such; (o) the Holdings Settling Parties; and (p) each Related Party of each Person in clauses (a) through clause (o), in each case, solely in its capacity as such; provided, however, that no Person shall be a Released Party unless such Person is also a Releasing Party hereunder; provided further, that if any Person that otherwise would qualify as a Sponsor or Consultant has not signed the Restructuring Support Agreement and the Holdings Settlement Agreement on or prior to, or within six (6) Business Days after, the Petition Date, then such Person shall not be a Released Party in any capacity.

"Releasing Party" means, in its capacity as such, each of: (a) the Debtors and their Estates; (b) the Reorganized OpCo Debtors; (c) the Debtors' officers, members of the Board of Managers of any Debtor, the managing member (or comparable governing body or Person) of any Debtor, and employees of any Debtor; (d) the Holdings DIP Lenders and the Holdings DIP Agent; (e) the OpCo DIP Lenders and the OpCo DIP Agent; (f) the Consenting Prepetition Lenders; (g) the Prepetition OpCo First Lien Lenders; (h) the Prepetition OpCo First Lien Agent; (i) the Sponsors; (j) the Consultants; (k) all holders of Claims, Interests, or Causes of Action that (i) vote to accept the Plan; (ii) vote to reject the Plan and do not elect to opt out of the releases contained in Article VIII of the Plan; or (iii) are Unimpaired and do not timely File an objection to the releases contained in Article VIII of the Plan that is not resolved before Confirmation; (l) the Holdings Plan Administrator; (m) in the event of one or more Sale Transaction(s), each Purchaser and the OpCo Plan Administrator (if applicable); (n) the Committee and its members, if any, each in its capacity as such; (o) the Holdings Settling Parties; and (p) each Related Party of each Person in clause (a) through clause (o); provided, that if any Person that otherwise would qualify as a Sponsor or Consultant has not signed the Restructuring Support Agreement and the Holdings Settlement Agreement on or prior to, or within six (6) Business Days after, the Petition Date, then such Person shall not be a Releasing Party in any capacity.

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

Restructuring Transactions through which Reorganized OpCo Parent holds any other Reorganized OpCo Debtor.

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

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

"Required Consenting Parties" means the Required Consenting Lenders and each of the Sponsors and Consultants.

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

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

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

"Restructuring Expenses" means (a) with respect to the OpCo Debtors, the reasonable and documented fees and expenses incurred by the Ad Hoc Groups Advisors, the Prepetition OpCo First Lien Agent, and the Agent Advisors, in each case, whether incurred prepetition or postpetition and (b) with respect to Holdings, the reasonable and documented fees and expense incurred by the Sponsors, the Consultants and the advisors to any of the Sponsors or Consultants.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Secured Claim" means a Claim (a) secured by a Lien on property in which any of the Debtors has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable Law or by reason of a Final Order, or that is subject to setoff pursuant to Bankruptcy Code section 553,

to the extent of the value of the creditor's interest in such Debtor's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to Bankruptcy Code section 506(a); or (b) Allowed pursuant to the Plan, or separate order of the Bankruptcy Court, as a Secured Claim.

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

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

"Severance Trigger Date" means, at the election of the Required Consenting Lenders in their sole discretion, the earlier of (a) ten (10) weeks following the Petition Date and (b) the date all applicable regulatory approvals necessary for the effectiveness of the OpCo Plan are obtained; provided, however, that the Severance Trigger Date shall mean the earlier of (a) 8 weeks following the Petition Date and (b) the date all applicable regulatory approvals necessary for the effectiveness of the OpCo Plan are obtained, in the event the GLC indicates it may not consider the application for regulatory approval until after Confirmation of the OpCo Plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Wind-Down Assets" means the Wind-Down OpCo Assets, if any, and the Wind-Down Holdings Assets.

"Wind-Down Debtors" means the Wind-Down OpCo Debtors, if any, and Wind-Down Holdings.

"Wind-Down Holdings" means Holdings on and after the Holdings Plan Effective Date.

"Wind-Down Holdings Assets" means the assets of Holdings' Estate to vest in Wind-Down Holdings on the Holdings Plan Effective Date, which shall be administered by the Holdings Plan

Administrator, including but not limited to, (i) the Holdings Settlement Consideration, and (ii) any Causes of Action retained by Holdings.

"Wind Down Holdings Budget" means a budget for the reasonable activities and expenses necessary to effectuate the Wind Down of Holdings' Estate, which shall include line item estimates for, among other things, such reasonable post-Holdings Plan Effective Date fees and expenses incurred by Wind-Down Holdings' retained professionals. If the Consulting Agreements are not in full force and effect as of the Holdings Plan Effective Date and the Holdings Settlement Agreement has not been approved by a Final Order, the Wind-Down Holdings Budget shall be acceptable to the Required OpCo DIP Lenders.

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

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

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

B. Rules of Interpretation

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

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

C. Computation of Time

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

D. Governing Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control); provided,

however, that corporate or limited liability company governance matters relating to the Debtors or the Reorganized OpCo Debtors, as applicable, not incorporated in Delaware shall be governed by the laws of the state of incorporation or formation of the applicable Debtor or the Reorganized OpCo Debtors, as applicable.

E. Reference to Monetary Figures

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

F. Controlling Document

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

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

G. Nonconsolidated Plan

The Plan is being proposed as a joint chapter 11 plan of the Debtors for administrative purposes only and constitutes a separate chapter 11 plan for each Debtor. The Plan is not premised upon the substantive consolidation of the Debtors' Estates. In the event that the Holdings Settlement Agreement is not approved by the Bankruptcy Court and Confirmation of the Holdings Plan is not obtained by the Severance Trigger Date, the Plan shall be bifurcated into the OpCo Plan and the Holdings Plan, provided, however, that such event may be waived by the Required Consenting Lenders in their sole discretion.

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

Notwithstanding anything in the Plan to the contrary, any and all information, consultation, and consent rights of the Consenting Parties, including the Consenting RC Ad Hoc Group Lenders, set forth in the Restructuring Support Agreement with respect to the form and substance of the Plan, all exhibits to the Plan, and the Plan Supplement, and any other Definitive Documents, including any amendments, restatements, supplements, or other modifications to such agreements and documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by reference and fully enforceable as if stated in full herein until such time as the Restructuring Support Agreement is terminated in accordance with its terms. Failure to reference the rights referred to in the immediately preceding sentence in the Plan shall not impair such rights. In case of any conflict between the consent rights of the parties to the Restructuring Support Agreement that are set forth in the Restructuring Support Agreement and those parties' consent rights that are set forth in the Plan or the Plan Supplement, the consent rights set forth in the Restructuring Support Agreement shall control.

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

II. UNCLASSIFIED CLAIMS

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

A. Administrative Claims

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

Except to the extent that a holder of an Allowed Administrative Claim agrees to a less favorable treatment, to the extent an Allowed Administrative Claim has not been paid in full or

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

B. Professional Fee Claims

1. Final Fee Applications and Payment of Professional Fee Claims

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

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

2. Professional Fee Escrow Accounts

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

As soon as is reasonably practicable after the Confirmation Date for the Holdings Plan and no later than the Holdings Plan Effective Date, Holdings shall establish and fund the Holdings

Professional Fee Escrow Account with Cash equal to the Holdings Professional Fee Escrow Amount. The Holdings Professional Fee Escrow Account shall be maintained in trust solely for the Professionals in respect of Allowed Holdings Professional Fee Claims until all Allowed Holdings Professional Fee Claims have been irrevocably paid in full, and the funds held in the Holdings Professional Fee Escrow Account shall not be considered property of Holdings' Estate. No Liens, Claims, or Interests shall encumber the Holdings Professional Fee Escrow Account or Cash held therein.

For the avoidance of doubt, the estimated fees and expenses comprising the Professional Fee Escrow Amounts shall be allocated to the appropriate Debtor Estate, and the fees and expenses incurred in connection with the representation of Holdings' estate shall be satisfied solely from the proceeds of the Holdings DIP Facility or Holdings' other assets, if any.

The applicable Debtors' obligations to pay the Allowed Professional Fee Claims held against their respective Estates shall not be limited to the funds held in the applicable Professional Fee Escrow Accounts but Allowed OpCo Professional Fee Claims shall be paid solely out of the OpCo Debtors' Estates and Allowed Holdings Professional Fee Claims shall be paid solely out of Holdings' Estate. When all Allowed Professional Fee Claims have been irrevocably paid in full, any remaining funds held in the applicable Professional Fee Escrow Accounts shall be returned to the Reorganized OpCo Debtors or applicable Wind-Down Debtor(s), as applicable.

3. Professional Fee Escrow Amounts

The Professionals shall provide a reasonable and good-faith estimate of the Professional Fee Claims, by Debtor entity, projected to be outstanding as of the OpCo Plan Effective Date or the Holdings Plan Effective Date, as applicable, and shall deliver such estimate to the Debtors no later than five (5) days before the anticipated applicable Effective Date; provided, however, that such estimate shall not be considered or deemed an admission or limitation with respect to the amount of the fees and expenses that are the subject of the Professional's final request for payment of Professional Fee Claims and such Professionals are not bound by such estimates. If a Professional does not provide an estimate, the Debtors, with the consent of the Required Consenting Lenders with respect to the OpCo Debtors' Chapter 11 Cases, may estimate the unpaid and unbilled fees and expenses of such Professional.

4. Post-Effective Date Fees and Expenses

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

may employ any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

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

C. Restructuring Expenses

1. OpCo Debtors' Restructuring Expenses

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

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

2. Holdings' Restructuring Expenses

On the Holdings Plan Effective Date or as reasonably practicable thereafter (to the extent not previously paid during the course of Holdings' Chapter 11 Cases), Holdings shall pay in full in Cash all Restructuring Expenses incurred or estimated to be incurred by the Sponsors and the

Consultants, including any professional fees incurred by the advisors to any of the Sponsors or Consultants, through and including the Holdings Plan Effective Date in accordance with, and subject to, the terms set forth herein and in the Restructuring Support Agreement, without any requirement to File a fee application with the Bankruptcy Court, without the need for itemized time detail, and without any requirement for Bankruptcy Court review or approval. In addition, any Restructuring Expenses incurred by Holdings, either pre- or postpetition, and paid through the use of the OpCo Debtors' assets, including, but not limited to, any professional fees and expenses paid by the OpCo Debtors to any advisors for any of the Sponsors or any of the Consultants prior to the Petition Date in connection with the preparation for and/or filing of Holdings' Chapter 11 Case, shall be reimbursed to the OpCo Debtors out of proceeds of the Holdings DIP Facility.

All Restructuring Expenses to be paid by Holdings on the Holdings Plan Effective Date shall be estimated prior to and as of the Holdings Plan Effective Date and such estimates shall be delivered to Holdings at least three (3) Business Days before the anticipated Holdings Plan Effective Date; provided, however, that such estimates shall not be considered an admission or limitation with respect to such Restructuring Expenses. On the Holdings Plan Effective Date or as soon as reasonably practicable thereafter, invoices for all Restructuring Expenses incurred prior to and as of the Holdings Plan Effective Date by the Sponsors or the Consultants, including any professional fees and expenses incurred by the advisors to any of the Sponsors or Consultants, shall be submitted to Holdings. In addition, Holdings and Wind-Down Holdings (as applicable) shall continue to pay, when due and payable in the ordinary course, Restructuring Expenses related to implementation, consummation, and defense of the Holdings Plan, whether incurred before, on, or after the Holdings Plan Effective Date.

D. DIP Claims

1. OpCo DIP Claims

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

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

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

2. Holdings DIP Claims

The Holdings DIP Claims shall be Allowed in the amount outstanding under the Holdings DIP Facility on the Effective Date or the Holdings Plan Effective Date, as applicable.

The Allowed Holdings DIP Claims, other than those in respect of the OpCo Holdings DIP Tranche, shall be paid, if the Holdings Settlement Motion is approved by Final Order, from the Holdings Settlement Consideration in accordance with the Holdings Settlement Agreement and the Holdings Final DIP Order.

The Allowed Holdings DIP Claims in respect of the OpCo Holdings DIP Tranche shall be paid in accordance with the below mechanic:

(i) with respect to each Consulting Agreement that is in full force and effect on the OpCo Plan Effective Date, on the OpCo Plan Effective Date, an amount of the Initial Consulting Fees payable under each such Consulting Agreement equal to such Consultant's Pro Rata share of the OpCo Holdings DIP Tranche as if all possible Consultants had funded the OpCo Holdings DIP Tranche instead of the OpCo Debtors shall be retained by the Reorganized OpCo Debtors or the Wind-Down OpCo Debtors(s), as applicable, and be deemed to either (a) if the Holdings Settlement Motion is approved by Final Order, satisfy such portion of the OpCo Holdings DIP Tranche or (b) if the Holdings Settlement Motion has not been approved by Final Order, fund such Consultants' purchase of their Pro Rata portion of OpCo Holdings DIP Tranche from the OpCo Debtors; provided, that with respect to each Consultant whose Consulting Agreement is in full force and effect on the OpCo Plan Effective Date, if the amount of the OpCo Holdings DIP Tranche to be satisfied or acquired by such Consultant is less than the Initial Consulting Fees payable to such Consultant on the OpCo Plan Effective Date, the difference shall be paid to such Consultant; or

(ii) with respect to any Consulting Agreement that is not in full force and effect on the OpCo Plan Effective Date, the OpCo DIP Tranche that otherwise would have been satisfied by or acquired by such Consultant shall, instead be retained by the Reorganized OpCo Debtors and be repaid either (a) if the Holdings Settlement Motion is approved by Final Order, from the Holdings Settlement Consideration or (b) if the Holdings Settlement Motion is not approved by Final Order, from the proceeds of the Holding Litigation pursuant to the terms of the Holdings Final DIP Order.

For the avoidance of doubt, any amount of the OpCo Holdings DIP Tranche purchased by the Consultants in accordance with the foregoing clause (i)(b) shall be required to be repaid in full in Cash from the proceeds of the Holdings Settlement Consideration or the proceeds of Holdings Litigation or credited solely against the amount of the Holdings Settlement Consideration required to be paid by such Consultants, in each case in accordance with the Holdings Final DIP Order and Holdings Settlement Agreement. Amounts of the Consulting Fees that are retained or applied or used to purchase portions of the OpCo Holdings DIP Tranche shall be allocated Pro Rata among the Consultants whose Consulting Agreements are in full force and effect on the OpCo Plan Effect.

E. Priority Tax Claims

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, release, and discharge of, and in exchange for, the Allowed Priority Tax Claims, each holder of an Allowed Priority Tax Claim shall receive treatment consistent with section 1129(a)(9) of the Bankruptcy Code by the applicable Debtor against which such Allowed Priority Tax Claims are validly asserted.

III. CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests

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

The Plan provides for separate treatment of Claims against and Interests in Holdings and the OpCo Debtors. The Plan groups the OpCo Debtors together solely for the purpose of describing their treatment under the Plan, tabulating votes on and confirmation of the Plan, and making distributions. 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 of consolidation of any legal entities, or cause the transfer of any assets. Except as otherwise provided by or permitted under the Plan, all Debtors shall continue to exist as separate legal entities.

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

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

B. Treatment of Claims and Interests

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

1. Class 1A – Holdings PIK Note Claims

(a) *Classification*: Class 1A consists of all Holdings PIK Note Claims.

(b) *Allowance*: On the Holdings Plan Effective Date, the Holdings PIK Note Claims shall be Allowed in the full amount outstanding under the Holdings Note Purchase Agreement, including all principal, any accrued and unpaid interest, and all accrued and unpaid fees,

expenses, and non-contingent indemnity obligations payable thereunder.

(c) *Treatment*: On the Holdings Plan Effective Date, except to the extent that a holder of an Allowed Holdings PIK Note Claim agrees to a less favorable treatment, each such holder shall receive its Pro Rata share of the Holdings Settlement Consideration remaining after the payment in full in Cash of (i) any portion of the Holdings DIP Facility paid from the Holdings Settlement Consideration in accordance with Article II.D of the Plan, (ii) Administrative Claims against Holdings to the extent not paid by the Holdings DIP Facility, and (iii) the funding of the Holdings Wind-Down Escrow Account.

(d) *Voting*: Class 1A is Impaired under the Plan. Holders of the Holdings PIK Note Claims are entitled to vote to accept or reject the Plan.

2. Class 2A – Holdings Intercompany Claims

(a) *Classification*: Class 2A consists of all Holdings Intercompany Claims.

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

(c) *Voting*: Class 2A is Impaired under the Plan. Holders of the Holdings Intercompany Claims are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

3. Class 3A – Holdings Section 510(b) Claims

(a) *Classification*: Class 3A consists of all Holdings Section 510(b) Claims.

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

(c) *Voting*: Class 3A is Impaired under the Plan. Holders of the Holdings Section 510(b) Claims are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

4. Class 4A – Existing Holdings Equity Interests

(a) *Classification*: Class 4A consists of all Existing Holdings Equity Interests.

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

(c) *Voting*: Class 4A is Impaired under the Plan. Holders of the Existing Holdings Equity Interests are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such holders are not entitled to vote to accept or reject the Plan.

5. Classes 1B – OpCo Other Secured Claims

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

(b) *Treatment*: Except to the extent that a holder of an Allowed OpCo Other Secured Claim has agreed to a less favorable treatment, each holder of an Allowed OpCo Other Secured Claim shall receive, in full and final satisfaction of its OpCo Other Secured Claims, at the option of the OpCo Debtors with the consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders):

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

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

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

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

6. Class 2B – OpCo Other Priority Claims

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

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

(i) Payment in full in Cash; or

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

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

7. Class 3B – Prepetition OpCo First Lien Claims

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

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

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

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

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

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

8. Class 4B – OpCo General Unsecured Claims

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

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

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

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

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

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

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

10. Class 6B – OpCo Intercompany Claims

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

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

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

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

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

11. Class 7B – OpCo Intercompany Interests

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

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

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

12. Class 8B – Existing OpCo Equity Interests

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

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

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

C. Special Provision Governing Unimpaired Claims

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

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

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

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

E. Subordinated Claims

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

F. Elimination of Vacant Classes

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

G. Controversy Concerning Impairment

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

H. Settlement of Holdings Intercompany Claims

In consideration for the compromise and settlement of all Holdings Intercompany Claims pursuant to the Plan and the OpCo Debtors provision of the OpCo Holdings DIP Tranche of the

Holdings DIP Facility, Holdings shall be responsible for the payment of any and all Claims asserted against the OpCo Debtors related to any matters involving Holdings, including but not limited to, the Holdings Settlement Agreement. In addition, to the extent a Committee is appointed in the Chapter 11 Cases, no proceeds of the OpCo DIP Facility or Cash of the OpCo Debtors shall be used to pay any costs or expenses, including professional fees, incurred by the Committee, and all such costs and expenses shall be paid from the proceeds of the Holdings DIP Facility to the extent permitted therein; provided, that the Committee may use up to $50,000 of Cash of the OpCo Debtors or proceeds of the OpCo DIP Facility to investigate (but not otherwise commence any challenge or object to or otherwise prosecute) any claims or causes of action with respect to the Prepetition OpCo First Lien Credit Agreement, subject to the terms of the OpCo DIP Orders.

IV. MEANS FOR IMPLEMENTATION OF THE PLAN

A. General

1. General Settlement of Claims and Interests

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions, releases, and other benefits provided pursuant to the OpCo Plan and the Holdings Plan, respectively, upon the OpCo Plan Effective Date and the Holdings Plan Effective Date, as applicable, the provisions of the applicable Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and equitable rights resolved under the applicable Plan. The entry of the applicable Confirmation Order shall constitute the Bankruptcy Court's approval of such compromise and settlement, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the applicable Debtors and holders of Claims and Interests against each such applicable Debtor and is fair, equitable, and reasonable.

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

2. Restructuring Transactions

On or about the OpCo Plan Effective Date or the Holdings Plan Effective Date, as applicable, the Debtors, the Reorganized OpCo Debtors, and the Wind-Down Debtor(s) (in each case with the consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders)), may take all actions as may be necessary or appropriate to effectuate the Restructuring Transactions, including: (a) the execution and delivery of any appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, conversion, disposition, transfer, formation, organization, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, and that satisfy the requirements of applicable law and any other terms to which the applicable Persons may agree, including the documents comprising the Plan Supplement; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms for which the applicable Persons

agree; (c) the execution, delivery, and filing, if applicable, of appropriate certificates or articles of incorporation, formation, reincorporation, merger, amalgamation, consolidation, conversion, arrangement, continuance, or dissolution pursuant to applicable Law; (d) the Sale Transaction(s), if any; (e) such other transactions that are required to effectuate the Restructuring Transactions in the most efficient manner for the OpCo Debtors and the Consenting Lenders, including in regard to tax matters and any mergers, consolidations, restructurings, conversions, dispositions, transfers, formations, organizations, dissolutions, or liquidations; (f) the selection of the New Board; (g) the authorization, issuance, and distribution of the New Reorganized OpCo Debtor Equity; (h) execution, delivery, and filing, if applicable, of the OpCo Exit Facility Documents; (i) the appointment of the Plan Administrator(s); (j) the execution, delivery, and adoption of the New Organizational Documents; and (k) all other act or actions contemplated or reasonably necessary or appropriate to promptly consummate the Restructuring Transactions, including making filings or recordings that may be required by applicable law.

3. The Holdings Settlement Agreement

Provided that the Holdings Settlement Order has been entered and remains in full force and effect as of the Holdings Plan Effective Date, the Holdings Settlement Agreement shall be implemented pursuant to the Plan. The Holdings Settlement Consideration shall be distributed to holders of Class 1A Holdings PIK Note Claims in accordance with Article III.B.3 of the Plan.

4. Insurance Policies

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

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

5. Section 1146 Exemption

To the maximum extent permitted pursuant to section 1146(a) of the Bankruptcy Code, any transfer of property (whether from an OpCo Debtor to a Reorganized OpCo Debtor or to any other Person) under, in furtherance of, or in connection with the OpCo Plan, including pursuant to any Sale Transaction(s) or a Stand-Alone Restructuring Transaction (in each case, as applicable) or (1) the issuance, distribution, transfer, or exchange of any debt, equity Security, or other interest in the OpCo Debtors or the Reorganized OpCo Debtors, including the New Reorganized OpCo Debtor Equity, if applicable, (2) the Restructuring Transactions; (3) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (4) the making, assignment, or recording of any lease or sublease; (5) the grant of collateral as security for the Reorganized OpCo Debtors' obligations under and in connection with the OpCo Exit Facility, if applicable; or (6) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the OpCo Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the OpCo Plan shall not be subject to any tax or governmental assessment under any Law imposing a document recording tax, stamp tax, conveyance tax, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee regulatory filing or recording fee, sales and use tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forgo the collection of any such tax or governmental assessment against the OpCo Debtors and accept for filing and recordation any of the foregoing instruments or other documents pursuant to such transfers of property without the payment of any such tax, recordation fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(c) of the Bankruptcy Code, shall forgo the collection of any such tax, recordation fee, or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee, or governmental assessment. The Bankruptcy Court shall retain specific jurisdiction with respect to these matters.

6. Cancellation of Securities and Agreements

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

of or ownership interest in such Debtors (except such agreements, certificates, notes, or other instruments evidencing indebtedness or obligation of or ownership interest in such Debtors that are specifically Reinstated pursuant to the Plan) shall be released and discharged.

7. Effectuating Documents; Further Transactions

On and after the OpCo Plan Effective Date, the Reorganized OpCo Debtors or Wind-Down OpCo Debtors, as applicable, and the officers and members of the New Board or the OpCo Plan Administrator, as applicable, are authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the OpCo Plan, the OpCo Exit Facility Credit Agreement and the New Organizational Documents, and the Securities issued pursuant to the OpCo Plan in the name of and on behalf of the applicable Reorganized OpCo Debtors or the Wind-Down OpCo Debtors, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the OpCo Plan.

On and after the Holdings Plan Effective Date, the Holdings Plan Administrator is authorized to and may issue, execute, deliver, file, or record such contracts, Securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Holdings Plan, in the name of and on behalf of Wind-Down Holdings, without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Holdings Plan.

8. Preservation of Causes of Action

In accordance with section 1123(b) of the Bankruptcy Code, unless expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or assigned to the Purchaser(s) in any Sale Transaction(s), the Reorganized OpCo Debtors and Wind-Down Debtors, as applicable, shall retain and may enforce all rights to commence or pursue any and all Causes of Action of the applicable Debtors' Estates, not otherwise compromised and settled (including all Claims related to the Holdings Settlement Agreement if the Holdings Settlement Agreement has not been approved by the Bankruptcy Court), whether arising before or after the Petition Date, including, but not limited to, any actions specifically enumerated in the Schedule of Retained Causes of Action, and the Reorganized OpCo Debtors' or the Wind-Down Debtor(s)' rights to commence, prosecute, compromise, settle or release such Causes of Action shall be preserved notwithstanding the occurrence of the applicable Effective Date, other than the Claims and Causes of Action released pursuant to the releases and exculpations contained in Article VIII hereof or in the Holdings Settlement Agreement. Unless any Cause of Action is expressly waived, relinquished, exculpated, released, compromised, or settled under the Plan or a Final Order, such Cause of Action is preserved for later adjudication, and no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to any such Cause of Action upon, after, or as a consequence of the Confirmation of the Plan or the occurrence of the Effective Date.

No Person may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication

that the Debtors, the Reorganized OpCo Debtors or the Wind-Down OpCo Debtor(s), as applicable, will not pursue any and all available Causes of Action against it. The Debtors, the Reorganized OpCo Debtors, and the Wind-Down OpCo Debtor(s), as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Person, except as otherwise expressly provided in the OpCo Plan, including Article VIII of the Plan.

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

9. Consulting Arrangements

In a Stand-Alone Restructuring Scenario, to the extent permitted under applicable Law (including under any consent decree), on the Confirmation Date of the OpCo Plan, one or more of the Reorganized OpCo Debtors shall be deemed to have offered each Consultant the opportunity (either directly or indirectly through a Controlled company) to enter into a Consulting Agreement with the Reorganized OpCo Debtor(s) on the OpCo Plan Effective Date, which Consulting Agreement will be effective on the OpCo Plan Effective Date. A Consultant shall have ten (10) Business Days from the Confirmation Date of the OpCo Plan to accept such offer, unless the ten (10) Business Day period is extended with the consent of the Required Consenting Lenders in their sole discretion. Except as provided in this Article IV.A.9, the Consulting Fees shall be paid to the Consultants that enter into Consulting Agreements on the OpCo Plan Effective Date based on the Consulting Fee Schedule, the provisions of this Article IVA.9, and the applicable Consulting Agreement so long as such Consulting Agreements are in full force and effect, with the Initial Consulting Fees paid on the OpCo Plan Effective Date and the balance of the applicable Consulting Fees paid in equal quarterly installments during the 12-month period following the OpCo Plan Effective Date, subject to the terms of the applicable Consulting Agreements. The Initial Consulting Fees shall (i) if the Holdings Settlement Motion is approved by Final Order, be automatically deemed, without the Reorganized OpCo Debtors actually remitting any Cash payment to the applicable Consultant, contributed by the Reorganized OpCo Debtors on behalf of the applicable Consultant to the OpCo Debtors to satisfy such Consultant's pro rata portion of the OpCo Holdings DIP Tranche or (ii) if the Holdings Settlement Motion is not approved by Final Order, be automatically deemed, without the Reorganized OpCo Debtors actually remitting any Cash payment to the applicable Consultant, to be contributed back to the OpCo Debtors to fund such Consultant's Pro Rata purchase of the OpCo Holdings DIP Tranche from the OpCo Debtors; provided, however, that if the OpCo Holdings DIP Tranche is less than the Initial Consulting Fee, the Reorganized OpCo Debtors shall pay or cause to be paid the excess Initial Consulting Fees to the applicable Consultants, as applicable. Each Consultant's Pro Rata portion of the OpCo Holdings DIP Tranche shall be expressed as a quotient equal to the Initial Consulting Fee contributed on behalf of such Consultant divided by two million five hundred thousand dollars ($2,500,000). For the avoidance of doubt, if any Person who otherwise would qualify as a Consultant has not signed both the Restructuring Support Agreement and the Holdings Settlement Agreement on or prior to, or within six (6) Business Days after, the Petition Date, then such Person

shall not be a Consultant, shall not be offered a Consulting Agreement, and shall not be entitled to any Consulting Fees.

The Consulting Fees shall be in exchange for exclusive consulting services related to sourcing, operating, managing and servicing of any and all opportunities for COAMs in the state of Georgia, with such other terms and conditions to be determined by the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) and the Consultants; provided, that with respect to Anil Damani, the terms shall also include reaffirmation of the covenants set forth in the Separation Agreement and General Release Agreement by and between Anil Damani and HoldCo entered into in 2020, including but not limited to the Non-compete, Non-solicitation and Non-disclosure Agreement attached thereto, which Separation Agreement and General Release Agreement shall remain in full force and effect following the OpCo Plan Effective Date regardless of whether Mr. Damani qualifies as a Consultant or has a Consulting Agreement in full force and effect on the OpCo Plan Effective Date. Notwithstanding the foregoing, in the event of a Sale Scenario, all Consulting Fees that would be payable if the Consulting Agreements had been entered into by the Reorganized OpCo Debtors and the applicable Consultants shall be accelerated such that payment occurs on the earlier of (i) the OpCo Plan Effective Date and (ii) the date on which the Sale Proceeds are distributed to the holders of the Prepetition OpCo First Lien Claims; provided, that for the avoidance of doubt, the Initial Consulting Fees shall still be payable pursuant to the terms of this Article IV.A.9 and each Consultant must accept the offer to enter into a Consulting Agreement within ten (10) Business Days of the Confirmation Date of the OpCo Plan.

For the avoidance of doubt, none of the Debtors or the Reorganized OpCo Debtors shall indemnify any Person eligible to be a Consultant and/or their respective affiliates, advisors and other representatives from any claims and causes of action related to the Debtors, including the claims and causes of action sought to be resolved by the Holdings Settlement.

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

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

1. Closing of the Sale Transaction(s)

On the OpCo Plan Effective Date, the OpCo Debtors shall be authorized to consummate the Sale Transaction(s) with the Purchaser(s) and/or any other applicable party and, among other things, the OpCo Debtors' assets specified in the Purchase Agreement(s) (including any Executory Contracts and Unexpired Leases the applicable Purchaser(s) wish to assume) or the New

Reorganized OpCo Debtor Equity, as applicable, shall be transferred to and vest in the applicable Purchaser(s) free and clear of all Liens, Claims, Interests charges, or other encumbrances pursuant to the terms of the applicable Sale Transaction Documents and the order of the Bankruptcy Court approving the Sale Transaction(s) contemplated thereby, which may be the Confirmation Order, and the Purchaser(s) may operate the purchased assets in the ordinary course, without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

2. Wind-Down and Dissolution of the OpCo Debtors

In a Sale Scenario, to the extent there is at least one Wind-Down OpCo Debtor on the OpCo Plan Effective Date, then such Wind-Down OpCo Debtor(s) shall continue in existence after the OpCo Plan Effective Date for purposes of: (a) winding down the OpCo Debtors' businesses and affairs as expeditiously as reasonably possible and liquidating any assets held by the Wind-Down OpCo Debtor(s) after the OpCo Plan Effective Date; (b) performing the OpCo Debtors' remaining obligations under any Sale Transaction Documents, if any; (c) resolving any Disputed Claims against the OpCo Debtors; (d) making distributions on account of Allowed Claims against the OpCo Debtors in accordance with the OpCo Plan to the extent not made on the OpCo Plan Effective Date; (e) filing appropriate tax returns, if any; and (f) administering the OpCo Plan in an efficient manner. The Wind-Down OpCo Debtor(s) shall be deemed to be substituted as the party-in-lieu of the OpCo Debtors in all matters, including (x) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (y) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the OpCo Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

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

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

3. The OpCo Plan Administrator

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

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

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

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

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

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

As soon as practicable after the OpCo Plan Effective Date, the OpCo Plan Administrator shall cause the Wind-Down OpCo Debtor(s) to comply with, and abide by, the terms of the OpCo Plan and take any actions as the OpCo Plan Administrator may determine to be necessary or desirable to carry out the purposes of the OpCo Plan. Except to the extent necessary to complete the Wind-Down of any of the OpCo Debtors' remaining assets or operations from and after the OpCo Plan Effective Date, the OpCo Debtors (1) for all purposes shall be deemed to have withdrawn their business operations from the State of Georgia and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal, (2) shall

be deemed to have canceled pursuant to the OpCo Plan all Interests in the OpCo Debtors, and (3) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the OpCo Plan Effective Date. The filing of the final monthly operating report for the OpCo Debtors' Estates (for the month in which the OpCo Plan Effective Date occurs) and all subsequent quarterly post-Confirmation reports shall be the responsibility of the OpCo Plan Administrator.

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

(b) Retention of the OpCo Plan Administrators' Professionals

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

(c) Compensation of the OpCo Plan Administrator

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

(d) Indemnification, Insurance, and Liability Limitation

The OpCo Plan Administrator and all professionals retained by the OpCo Plan Administrator, each in their capacities as such, shall be deemed indemnified by the Wind-Down OpCo Debtor(s) to the fullest extent permitted by applicable Law from any claims or Causes of Action relating to or arising in connection with the performance of its duties hereunder or under the OpCo Plan Administrator Agreement, except for claims and Causes of Action related to any act or omission that is determined by Final Order of a court of competent jurisdiction to have constituted fraud, willful misconduct, or gross negligence. The OpCo Plan Administrator may obtain, at the expense of the Wind-Down OpCo Debtor(s) and in accordance with the OpCo Plan Administrator Agreement, commercially reasonable liability or other appropriate insurance with respect to the foregoing indemnification obligations. The OpCo Plan Administrator may rely upon all written information previously generated by the Debtors.

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

(e) Tax Returns

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

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

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

5. Sources of Consideration for OpCo Plan Distributions.

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

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

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

1. The OpCo Exit Facility

On the OpCo Plan Effective Date, the Reorganized OpCo Debtors shall enter into the OpCo Exit Facility. The Confirmation Order shall approve the OpCo Exit Facility and the OpCo Exit Facility Documents (including the transactions contemplated thereby, and all actions to be taken, undertakings to be made, and obligations and guarantees to be incurred and fees paid in connection therewith), and all Claims, Liens, and security interests to be granted in accordance with the terms of the OpCo Exit Facility Documents, if any, (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Claims and Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the OpCo Exit Facility Documents, (c) shall be deemed automatically attached and perfected on the OpCo Plan Effective Date, subject only to the Liens and security interests as may be permitted under the OpCo Exit Facility Documents, and (d) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non bankruptcy law. The Opco Debtors and the Reorganized OpCo Debtors, as applicable, and the Persons granting such Liens and security interests are authorized to make all filings and recordings and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other Law (whether domestic or foreign) that would be applicable in the absence of the OpCo Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order with respect to the OpCo Plan, and any such filings, recordings, approvals, and consents shall not be required) and will thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable Law to give notice of such Liens and security interests to third parties.

2. Release of Liens

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

3. Sources of Consideration for OpCo Plan Distributions

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

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

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

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

Pursuant to section 1145 of the Bankruptcy Code, the offering, issuance, and distribution of the New Reorganized OpCo Debtor Equity, including the New Reorganized OpCo Debtor Equity issued on account of the Lender Equity Allocation, but excluding any New Reorganized OpCo Debtor Equity issued on account of the MIP (including on account of any Emergence Awards), in each case, after the Petition Date, shall be exempt from, among other things, the registration requirements of section 5 of the Securities Act or any similar federal, state, or local Law in reliance on section 1145 of the Bankruptcy Code or, only to the extent such exemption

under section 1145 of the Bankruptcy Code is not available, any other available exemption from registration under the Securities Act. Pursuant to section 1145 of the Bankruptcy Code, such New Reorganized OpCo Debtor Equity (other than any New Reorganized OpCo Debtor Equity issued on account of any MIP (including on account of any Emergence Awards)) will be freely tradable in the United States without registration under the Securities Act by the recipients thereof, subject to the provisions of (1) section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act and compliance with any applicable state or foreign securities laws, if any, and the rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Securities or instruments, (2) any other applicable regulatory approvals, and (3) any restrictions in the New Organizational Documents. The offering, issuance, and distribution (if applicable) of any Securities before the Petition Date and any Securities issuable issued on account of the MIP (including on account of any Emergence Awards) will be issued pursuant to section 4(a)(2) of the Securities Act.

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

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

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

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

5. Corporate Existence

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

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

6. New Organizational Documents

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

7. Vesting of Assets in the Reorganized OpCo Debtors

Except as otherwise provided herein, or in any agreement, instrument or other document incorporated in the OpCo Plan (including with respect to the Stand-Alone Restructuring Transaction and the OpCo Exit Facility Documents), on the OpCo Plan Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property in each OpCo Debtor's Estate, all Causes of Action of the OpCo Debtors' Estates (other than any Causes of Action that are expressly

waived, relinquished, exculpated, released, compromised or settled in the OpCo Plan) and any property acquired by any of the OpCo Debtors under the OpCo Plan shall vest in each respective Reorganized OpCo Debtor, free and clear of all Liens, Claims, charges and/or other encumbrances. On and after the OpCo Plan Effective Date, except as otherwise provided herein, each Reorganized OpCo Debtor may operate its business and may use, acquire, or dispose of property and pursue, compromise or settle any Claims, Interests, or Causes of Action with respect to the OpCo Debtors without further notice to, action, or approval of the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

8. Directors, Managers, and Officers

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

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

9. Management Incentive Plan

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

10. Employee and Retiree Benefits

To the extent that the OpCo Debtors intend for any OpCo Compensation and Benefits Programs to remain in place after the OpCo Plan Effective Date, the OpCo Debtors, with the consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), will list such agreement on the Assumed Executory Contracts and Unexpired Leases List, and such agreement will be assumed as of the OpCo Plan Effective Date. If the OpCo Debtors do not list such agreement on the Assumed Executory Contracts and Unexpired Leases

List, such agreement shall be deemed rejected in accordance with Article V of the Plan without any resulting Claims assertable against the OpCo Debtors or their Estates.

11. GLC and Other Regulatory Applications

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

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

D. Holdings Plan

1. Vesting of Assets

On the Holdings Plan Effective Date, all assets of Holdings' Estate, other than Causes of Action that are expressly waived, relinquished, exculpated, released, compromised or settled in the Holdings Plan or the Holdings Settlement Agreement, shall vest in Wind-Down Holdings for the purpose of liquidating Holdings and Consummation of the Holdings Plan, free and clear of all Liens, Claims, Interests, charges or other encumbrances, except as otherwise provided in the Holdings Plan.

2. Distributions Under the Holdings Plan

If the Holdings Settlement Motion is approved by Final Order, on the Holdings Plan Effective Date, the Holdings Plan Administrator shall distribute the Holdings Settlement Consideration as set forth in the Holdings Plan. Any distributions to be made under the Holdings Plan from such assets shall be made by the Holdings Plan Administrator or its designee. Wind-Down Holdings and the Holdings Plan Administrator shall be deemed to be fully bound by the terms of the Holdings Plan and the Confirmation Order.

3. Dissolution of Holdings

On the Holdings Plan Effective Date, the corporate existence of Holdings will be terminated by dissolution or as otherwise permitted by applicable law, on such terms as Holdings determines to be necessary or appropriate to implement the Holdings Plan, and without further notice to or action, order, or approval of the Bankruptcy Court.

Following the Holdings Plan Effective Date, the Holdings Plan Administrator shall: (a) wind down Holdings' affairs as expeditiously as reasonably possible and liquidate any assets held

by Wind-Down Holdings after the Holdings Plan Effective Date; (b) resolve any Disputed Claims against Holdings, if any; (c) make distributions on account of Allowed Claims against Holdings in accordance with the Holdings Plan; (e) file appropriate tax returns, if any; and (f) administer the Holdings Plan in an efficient manner. Wind-Down Holdings shall be deemed to be substituted as the party-in-lieu of Holdings in any matter, including (x) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (y) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Holdings Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

4. The Holdings Plan Administrator

On and after the Holdings Plan Effective Date, the Holdings Plan Administrator shall be appointed by Holdings, on the terms, and subject to the conditions, of the Holdings Plan Administrator Agreement; provided, that if the Consulting Agreements are not in full force and effect as of the Holdings Plan Effective Date and the Holdings Settlement Agreement has not been approved by a Final Order, the identity of the Holdings Plan Administrator shall be acceptable to the Required OpCo DIP Lenders.

The Holdings Plan Administrator shall not be required to post any bond or surety or other security for the performance of its duties hereunder unless otherwise ordered by the Bankruptcy Court, provided that, this provision shall not apply with respect to any litigation or retained Causes of Action. In the event that the Holdings Plan Administrator is so ordered, all costs and expenses of procuring any such bond or surety shall be paid for with Cash from the Holdings Wind-Down Escrow Account.

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

5. The Holdings Plan Administrator's Rights and Powers

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

Without limiting the foregoing, the Holdings Plan Administrator shall (a) hold, liquidate, invest, supervise, and protect any assets held by Wind-Down Holdings, including, without limitation, the Holdings Litigation if the Holdings Settlement Agreement has not been approved by a Final Order; (b) effectuate the distributions contemplated under the Holdings Plan; (c) object to or settle Disputed Claims against Holdings; (d) establish and maintain the Disputed Claims

Reserve with respect to the Disputed Claims against the OpCo Debtors or their Estates, if any; (e) pay all reasonable fees, expenses, debts, charges, and liabilities of Wind-Down Holdings; (f) file tax returns for, pay taxes of, and represent the interests of Wind-Down Holdings or its Estate, as applicable, before any taxing authority in all matters, including any action, suit, proceeding, or audit; (g) take any action necessary to wind down the business and affairs of Wind-Down Holdings; and (h) file appropriate certificates of dissolution of Wind-Down Holdings pursuant to applicable state or provincial law.

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

The Holdings Plan Administrator shall act for Wind-Down Holdings in the same fiduciary capacity as applicable to a board of directors, managers, and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Holdings Plan to permit and authorize the same). On the Holdings Plan Effective Date, the persons acting as members, managers, or officers of Holdings shall be deemed to have resigned, solely in their capacities as such, and a representative of the Holdings Plan Administrator shall be appointed as the sole manager and sole officer of Wind-Down Holdings and shall succeed to the powers of Wind-Down Holdings' directors, managers, and officers. From and after the Holdings Plan Effective Date, the Holdings Plan Administrator shall be the sole representative of, and shall act for, Wind-Down Holdings.

6. Retention of the Holdings Plan Administrators' Professionals

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

7. Compensation of the Holdings Plan Administrator

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

8. Indemnification, Insurance, and Liability Limitation

The Holdings Plan Administrator and all professionals retained by the Holdings Plan Administrator, each in their capacities as such, shall be deemed indemnified by Wind-Down Holdings to the fullest extent permitted by applicable Law from any claims or Causes of Action relating to or arising in connection with the performance of its duties hereunder or under the Holdings Plan Administrator Agreement, except for claims and Causes of Action related to any act or omission that is determined by Final Order of a court of competent jurisdiction to have constituted fraud, willful misconduct, or gross negligence. The Holdings Plan Administrator may obtain, at the expense of Wind-Down Holdings and in accordance with the Holdings Plan Administrator Agreement, commercially reasonable liability or other appropriate insurance with respect to the foregoing indemnification obligations. The Holdings Plan Administrator may rely upon all written information previously generated by Holdings.

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

9. Tax Returns

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

V. TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases

1. In a Sale Scenario:

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

assumption and assignment to the Purchaser in any Purchase Agreement shall be automatically rejected.

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

2. In a Stand-Alone Restructuring Scenario:

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

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

B. Approval of Assumption, Assignment and Rejection

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

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

OpCo Debtors shall provide notice of any amendments to the Assumed Executory Contracts and Unexpired Leases List to their counterparties affected thereby.

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

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

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

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

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

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

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

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

E. Preexisting Obligations under Executory Contracts and Unexpired Leases.

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the applicable Debtor(s) thereunder. In particular, notwithstanding any non-bankruptcy law to the contrary, the Reorganized OpCo Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on any goods previously purchased by the Debtors from a non-Debtor counterparty to a rejected Executory Contract or Unexpired Lease.

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

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

Modifications, amendments, supplements, and restatements to the 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 applicable Executory Contracts or Unexpired Leases, or the validity, priority, or amount of any Claims that may arise in connection therewith.

G. Reservation of Rights

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

H. Nonoccurrence of the Effective Date

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

I. Contracts and Leases Entered Into After the Petition Date

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

VI. PROVISIONS GOVERNING DISTRIBUTIONS

A. Timing and Calculation of Amounts to Be Distributed

Unless otherwise provided in the Plan, on the OpCo Plan Effective Date or the Holdings Plan Effective Date, as applicable, (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes an Allowed Claim), each holder of an Allowed Claim shall receive, subject to the provisions of Article VII hereof, the full amount of the distribution that the applicable Plan provides on account of Allowed Claims in the applicable Class. In the event that any payment or act under the applicable Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. Except as otherwise provided in the applicable Plan, holders of Allowed Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for in the Plan, regardless of whether such distributions are delivered on or after the Effective Date.

B. Delivery of Distributions

1. Persons Responsible

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

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

2. Record Date for Distribution

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

3. Minimum Distributions

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

4. No Fractional Distributions

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

C. Distributions and Undeliverable or Unclaimed Distributions

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

applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any holder to such property shall be discharged and forever barred.

D. Surrender of Cancelled Instruments or Securities

On the Effective Date or as soon as reasonably practicable thereafter, each holder of a certificate or instrument evidencing a Claim or an Interest that has been cancelled in accordance with Article IV.A.6 hereof shall be deemed to have surrendered such certificate or instrument. Such surrendered certificate or instrument shall be cancelled solely with respect to the applicable Debtors, and such cancellation shall not alter the obligations or rights of any non-Debtor third parties vis à vis one another with respect to such certificate or instrument, including with respect to any indenture or agreement that governs the rights of the holder of a Claim or Interest, which shall continue in effect for purposes of allowing holders to receive distributions under the Plan, charging liens, priority of payment, and indemnification rights. Notwithstanding anything to the contrary herein, this paragraph shall not apply to certificates or instruments evidencing Claims that are Unimpaired under the Plan.

E. Compliance with Tax Requirements

The Debtors, Reorganized OpCo Debtors or applicable Wind-Down Debtor(s), as applicable, shall comply with all tax withholding and reporting requirements imposed on them by any Governmental Unit, with respect to the distributions pursuant to the applicable Plan, and all such distributions shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, the Reorganized OpCo Debtors or the OpCo Plan Administrator, with respect to the OpCo Debtors' Estates, and the Holdings Plan Administrator, with respect to Holdings' Estate, shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the applicable Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such compliance, or establishing any other mechanisms they believe are reasonable and appropriate. The Reorganized OpCo Debtors and the applicable Plan Administrator, as applicable, reserve the right to allocate all distributions made under the applicable Plan in compliance with applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances.

F. Allocations

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

G. No Postpetition Interest on Claims

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

H. Foreign Currency Exchange Rate

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

I. Setoffs and Recoupment

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

J. Claims Paid or Payable by Third Parties

1. Claims Paid by Third Parties

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

2. Claims Payable by Third Parties

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

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

VII. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED AND DISPUTED CLAIMS

A. Allowance of Claims

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

B. No Distributions Pending Allowance

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

C. Claims Administration Responsibilities

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

D. OpCo Disputed Claims Reserve

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

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

E. Estimation of Claims

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

F. Time to File Objections to Claims

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

G. Disallowance of Claims

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

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

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

H. Distributions After Allowance

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of

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

VIII. RELEASES, INJUNCTION AND RELATED PROVISIONS

A. OpCo Plan Releases, Injunction and Related Provisions

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

In the Stand-Alone Restructuring Scenario or any Sale Scenario involving a Plan Sponsor, to the maximum extent provided by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in the Definitive Documents, the distributions, rights, and treatment provided in the Plan shall be in complete satisfaction, discharge, and release, effective as of the OpCo Plan Effective Date, of all Claims, Interests, and Causes of Action against the OpCo Debtors, of any nature whatsoever, whether known or unknown, liquidated or unliquidated, contingent or non-contingent, including any interest accrued on Claims from and after the Petition Date, including demands, liabilities (including withdrawal liability), and Causes of Action that arose before the OpCo Plan Effective Date, any liability on account of representations or warranties issued on or before the OpCo Plan 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 is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code on account of a Claim, (b) a Claim is Allowed pursuant to section 502 of the Bankruptcy Code, (c) the holder of such Claim or Interest has accepted the OpCo Plan, and (d) any property is distributed or retained pursuant to the OpCo Plan on account of such Claim or Interest. The Confirmation Order shall be a judicial determination of the discharge of all Claims against, and Interests in, the OpCo Debtors subject to the occurrence of the OpCo Plan Effective Date.

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

2. **Releases by the OpCo Debtors**

Notwithstanding anything in the OpCo Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the OpCo Plan Effective Date, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each of the OpCo Debtors, their Estates, the Reorganized OpCo Debtors or Wind-Down OpCo Debtor(s), as applicable, and any Person seeking to exercise the rights of any of the OpCo Debtors or their Estates (including any successors to any of the OpCo Debtors or their Estates or any estate representatives appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code), in each case, on behalf of themselves and their respective successors, assigns, and representatives, and any

and all other Persons who may purport to assert any Cause of Action, directly or derivatively, by, through, for, or because of any of the foregoing Persons, from any and all Claims and Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, contingent or non-contingent, in law, equity, contract, tort or otherwise, that any of the OpCo Debtors, their Estates, the Reorganized OpCo Debtors or Wind-Down OpCo Debtor(s), as applicable, or any successors to or representatives of the foregoing appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of a holder of a Claim against, or Interest in, any of the OpCo Debtors or that any holder of such a Claim or Interest could have asserted on behalf of any of the OpCo Debtors or their Estates, based on, relating to, or in any manner arising from, in whole or in part, any of the OpCo Debtors (including the capital structure, management, ownership, or operations thereof), any Security of any of the OpCo Debtors, the subject matter of, or the transactions or events giving rise to, any such Claim, Cause of Action or Interest, the business or contractual arrangements between any OpCo Debtor and a Released Party, the Prepetition OpCo First Lien Credit Agreement, any of the OpCo Debtors' restructuring efforts, any Avoidance Actions held by any of the OpCo Debtors or their Estates, any intercompany transactions performed by any of the OpCo Debtors, the OpCo Debtors' Chapter 11 Cases (including the Filing thereof and any relief obtained by the OpCo Debtors therein), the formulation, preparation, dissemination, negotiation, or Filing of the OpCo Plan (including the Plan Supplement), the Restructuring Support Agreement, the Disclosure Statement, the Bidding Procedures Order (and the procedures approved thereby), or any Restructuring Transaction, contract, instrument, release, or other agreement or document (including any legal opinion requested by any Person regarding any transaction, contract, instrument, document or other agreement contemplated by the OpCo Plan or the reliance by any Released Party on the OpCo Plan or the Confirmation Order with respect to the OpCo Plan in lieu of such legal opinion) created or entered into in connection with the OpCo Plan, the Restructuring Support Agreement, the Bidding Procedures Order before or during the Chapter 11 Cases, the solicitation of votes on the OpCo Plan, the pursuit of Confirmation of the OpCo Plan, the pursuit of Consummation of the OpCo Plan, the implementation of the OpCo Plan, including the issuance or distribution of Securities or any other property pursuant to the OpCo Plan, or any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the OpCo Plan Effective Date other than Claims and liabilities resulting therefrom arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, in each case, solely to the extent determined by a Final Order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-OpCo Plan Effective Date Claims or obligations of any Person under the OpCo Plan, the Confirmation Order with respect to the OpCo Plan, any Restructuring Transaction, any Definitive Document, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the OpCo Plan.

Entry of the Confirmation Order with respect to the OpCo Plan shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the OpCo Debtors' release, which includes by reference each of the related provisions and definitions contained in the OpCo Plan, and shall constitute the Bankruptcy Court's finding that the OpCo

Debtors' release is: (a) in exchange for good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the implementation of the OpCo Plan; (b) a good faith settlement and compromise of the Claims released by the OpCo Debtors' release; (c) in the best interests of the OpCo Debtors and all holders of Claims against, and Interests in, the OpCo Debtors; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of Person to assert any Claim or Cause of Action released pursuant to the OpCo Debtors' release, or any relief obtained by the OpCo Debtors in their Chapter 11 Cases.

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

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

misconduct, or gross negligence, each solely to the extent as determined by a Final Order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any party of any obligations related to customary banking products, banking services or other financial accommodations (except as may be expressly amended or modified by the OpCo Plan or any other financing document under and as defined therein) or (ii) any post-OpCo Plan Effective Date obligations of any Person under the OpCo Plan, the Confirmation Order, any Stand-Alone Restructuring Transaction, any Definitive Document or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the OpCo Plan, including the OpCo Exit Facility Documents, if any, the Purchase Agreement(s), if any, or any Claim or obligation arising under the OpCo Plan.

Except to the extent a third-party has opted out of the third-party releases in a timely and properly submitted Ballot, entry of the Confirmation Order with respect to the OpCo Plan shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the third-party releases described in the preceding paragraph, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such third-party releases are: (a) consensual; (b) essential to the Confirmation of the OpCo Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties; (d) a good faith settlement and compromise of the Claims released by the third-party releases; (e) in the best interests of the OpCo Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action against the OpCo Debtors released pursuant to the third-party releases.

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

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

determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by an Exculpated Party.

The Exculpated Parties have and shall be deemed to have participated in the OpCo Debtors' Chapter 11 Cases in good faith and in compliance with the applicable laws, including with regard to the solicitation of votes on, and distribution of consideration under, the OpCo Plan and, therefore, are not, and shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the OpCo Plan or distributions made pursuant to the OpCo Plan. The Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the OpCo Plan in all respects.

5. **Injunction**

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

Upon entry of the Confirmation Order with respect to the OpCo Plan, all holders of Claims and Causes of Action against, and Interests in, any of the OpCo Debtors and their respective Related Parties shall be enjoined from taking any actions to interfere with the implementation of the OpCo Plan or any Sale Transaction(s) (if applicable). Except as otherwise set forth in the Confirmation Order with respect to the OpCo Plan, each holder of an Allowed Claim against an OpCo Debtor, by accepting, or being eligible to accept, distributions on account, or Reinstatement of, such Allowed Claim pursuant to the OpCo Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VIII.

B. Holdings Plan Releases, Injunction and Related Provisions

1. Discharge of Claims and Termination of Interests in Holdings

Pursuant to the provisions of section 1141(d)(3) of the Bankruptcy Code, Holdings shall not be entitled to a discharge and shall be wound down.

2. **Releases by Holdings**

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

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

Entry of the Confirmation Order with respect to the Holdings Plan shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of Holdings' release, which includes by reference each of the related provisions and definitions contained in the Holdings Plan, and shall constitute the Bankruptcy Court's finding that Holdings' release is: (a) in exchange for good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the implementation of the Holdings Plan; (b) a good faith settlement and compromise of the Claims released by Holdings' release; (c) in the best interests of Holdings and all holders of Claims against, and Interests in, Holdings; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of Person to assert any Claim or Cause of Action released pursuant to Holdings' release, or any relief obtained by Holdings in its Chapter 11 Case.

3. **Releases by Holders of Claims Against and Interests In Holdings**

Except as otherwise expressly set forth in the Holdings Plan or the Confirmation Order, on and after the Holdings Plan Effective Date, in exchange for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is, and is deemed to be, hereby conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged by each Releasing Party from any and all Causes of Action, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, contingent or non- contingent, in law, equity, contract, tort, or otherwise, including any derivative claims asserted on behalf of Holdings, that such Person would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, Holdings (including the capital structure, management, ownership, or operation thereof), any security of Holdings, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Holdings Plan, the business or contractual arrangements between Holdings and any Released Party, the Holdings PIK Notes, the assertion or enforcement of rights and remedies against any of Holdings, Holding' in- or out-of-court restructuring efforts, any Avoidance Actions held by any of Holdings or its Estate, intercompany transactions between or among Holdings and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or Filing of the Restructuring Support Agreement, the Disclosure Statement, the Holdings Plan (including, for the avoidance of doubt, the Plan Supplement), or any Restructuring Transaction contemplated by the Holdings Plan, contract, instrument,

release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the Holdings Plan, the Plan Supplement, whether before or during the Chapter 11 Cases, the Filing of Holdings' Chapter 11 Cases, the Disclosure Statement or the Holdings Plan, the solicitation of votes with respect to the Holdings Plan, the pursuit of Confirmation of the Holdings Plan, the pursuit of Consummation of the Holdings Plan, the administration and implementation of the Holdings Plan, or the distribution of property under the Holdings Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence related or relating to any of the foregoing taking place on or before the Holdings Plan Effective Date, other than Claims and liabilities resulting therefrom arising out of or relating to any act or omission of a Released Party that constitutes actual fraud, willful misconduct, or gross negligence, each solely to the extent as determined by a Final Order of a court of competent jurisdiction. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (i) any party of any obligations related to customary banking products, banking services or other financial accommodations (except as may be expressly amended or modified by the Holdings Plan or any other financing document under and as defined therein) or (ii) any post-Holdings Plan Effective Date obligations of any Person under the Holdings Plan, the Confirmation Order, any Definitive Document or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Holdings Plan, or any Claim or obligation arising under the Holdings Plan.

Except to the extent a third-party has opted out of the third-party releases in a timely and properly submitted Ballot, entry of the Confirmation Order with respect to the Holdings Plan shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the third-party releases described in the preceding paragraph, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that such third-party releases are: (a) consensual; (b) essential to the Confirmation of the Holdings Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties; (d) a good faith settlement and compromise of the Claims released by the third-party releases; (e) in the best interests of Holdings and its Estate; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action against Holdings released pursuant to the third-party releases.

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

Except as otherwise specifically provided in the Holdings Plan or the Confirmation Order with respect to the Holdings Plan, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Claims and Causes of Action related to any act or omission in connection with, relating to, or arising out of, Holdings' Chapter 11 Cases (including the Filing hereof), the formulation, preparation, dissemination, negotiation, Filing, or termination of the Restructuring Support Agreement, the Holdings Plan, the Disclosure Statement, any contract, instrument, release or other agreement or document created or entered into in connection with Holdings' Chapter 11 Cases, whether or not included in the Plan Supplement or constituting a Definitive Document, and any prepetition transactions relating to any of the foregoing, including any allegedly preferential or fraudulent transfer, or another claim arising under chapter 5 of the

Bankruptcy Code or other applicable law, the pursuit of Confirmation of the Holdings Plan, the pursuit of Consummation of the Holdings Plan, the administration and implementation of the Holdings Plan, or the distribution of property under the Holdings Plan, or any other related act or omission, transaction, event, or other occurrence taking place on or before the Holdings Plan Effective Date, except for Claims and liabilities resulting therefrom related to any act or omission that is determined in a Final Order by a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence by an Exculpated Party.

The Exculpated Parties have and shall be deemed to have participated in Holdings' Chapter 11 Cases in good faith and in compliance with the applicable laws, including with regard to the solicitation of votes on, and distribution of consideration under, the Holdings Plan and, therefore, are not, and shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Holdings Plan or distributions made pursuant to the Holdings Plan. The Exculpated Parties shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Holdings Plan in all respects.

5. **Injunction**

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

Upon entry of the Confirmation Order with respect to the Holdings Plan, all holders of Claims and Causes of Action against, and Interests in, any of Holdings and their respective Related Parties shall be enjoined from taking any actions to interfere with the implementation of the Holdings Plan. Except as otherwise set forth in the Confirmation Order with respect to the Holdings Plan, each holder of an Allowed Claim against Holdings, by accepting, or being eligible to accept, distributions on account, or Reinstatement of, such

Allowed Claim pursuant to the Holdings Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VIII.

C. Certain Exclusions

Notwithstanding anything contained in this Plan to the contrary, solely as between the members of the Consultant Carve-out Group and the members of the Trive Carve-out Group, (i) no Person who constitutes a member of the Consultant Carve-out Group shall constitute a member of the Trive Carve-out Group, (ii) no Person who constitutes a member of the Trive Carve-out Group shall constitute a member of the Consultant Carve-out Group and (iii) nothing contained in this Plan shall (1) release or discharge any Cause of Action that (I) any member of the Consultant Carve-out Group may have against any member of the Trive Carve-out Group or (II) any member of the Trive Carve-out Group may have against any member of the Consultant Carve-out Group, (2) otherwise enjoin, prevent or prohibit any member of the Consultant Carve-out Group from suing, or from bringing, asserting or otherwise pursuing any Cause of Action against, any member of the Trive Carve-out Group or (3) otherwise enjoin, prevent or prohibit any member of the Trive Carve-out Group from suing, or from bringing, asserting or otherwise pursuing any Cause of Action against, any member of the Consultant Carve-out Group.

D. Protections Against Discriminatory Treatment

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

E. Document Retention

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

F. Term of Injunctions or Stays

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

G. Unknown Claims

The waivers and releases provided in this Plan are intended to include both known and unknown Claims and Causes of Action. The Debtors and the other Releasing Parties understand that they may later discover Claims, Causes of Action or facts that may be different than, or in addition to, those which the Debtors or any other Releasing Party now knows or believes to exist with respect to the Debtors, and which, if known at the Effective Date of the Plan may have materially affected the decision of the Debtors and any other Releasing Party to enter into it. Nevertheless, the Debtors and the other Releasing Parties hereby waive any right, Causes of Action or Claim that might arise as a result of such different or additional Claims, Causes of Action or facts. The Debtors and the other Releasing Parties are aware of, read, understand and have been fully advised by their attorneys as to the contents of the provisions of California Civil Code Section 1542 and any other similar state, federal or foreign law and hereby expressly waive any and all rights, benefits and protections of such Section 1542 and each such other similar law, which provides:

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

IX. CONDITIONS PRECEDENT TO CONSUMMATION OF EACH PLAN

A. Conditions Precedent to the Effective Date for the Holdings Plan

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

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

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

3. The Bankruptcy Court shall have entered the Holdings Settlement Order;

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

5. The Confirmation Order approving the Holdings Plan, in form and substance consistent in all respects with the Restructuring Support Agreement and the Supplemental Implementation Term Sheet, shall be a Final Order and shall:

(a) Authorize Holdings to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with the Holdings Plan;

(b) Authorize Wind-Down Holdings to: (i) make all distributions required under the Holdings Plan; and (ii) enter into any applicable agreements and transactions as set forth in the Plan Supplement as applicable to Holdings and the Holdings Plan; and

(c) Authorize the implementation of the Holdings Plan in accordance with its terms.

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

7. The Holdings Professional Fee Escrow Account shall have been established and funded in accordance with Article II.B hereof; and

8. All Restructuring Expenses allocable to Holdings pursuant to the Restructuring Support Agreement and the Plan and all fees and expenses payable under the Holdings Final DIP Order shall have been paid in full.

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

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

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

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

3. The Bankruptcy Court shall have entered the Holdings Settlement Order; provided, however, that if this Condition Precedent is not achieved by the Severance Trigger Date and all other Conditions Precedent as to the OpCo Debtors set forth herein have been satisfied, this Condition Precedent with respect to the OpCo Plan may be waived by the Required Consenting Prepetition Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders);

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

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

(a) Authorize the OpCo Debtors to take all actions necessary to enter into, implement, and consummate the contracts, instruments, releases, leases, indentures, and other agreements or documents created in connection with the OpCo Plan;

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

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

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

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

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

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

8. In a Stand-Alone Restructuring Scenario, all conditions precedent to the effectiveness of the OpCo Exit Facility shall have been satisfied or duly waived, and the OpCo Exit Facility, including the OpCo Exit Facility Documents, in form and substance reasonably

acceptable to the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders);

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

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

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

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

C. Waiver of Conditions

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

D. Substantial Consummation

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

E. Effect of Failure of Conditions

If the Consummation of each Plan does not occur, the applicable Plan shall be null and void in all respects and nothing contained in such Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by the applicable Debtor or any other Person, or any Claims or Interests by any holders thereof; (2) prejudice in any manner the rights of each applicable Debtor, any holders, or any other Person; or (3) constitute an admission, acknowledgment, offer or undertaking by the applicable Debtors, any holders, or any other Person in any respect; provided that all provisions of the Restructuring Support Agreement that survive termination thereof shall remain in effect in accordance with the terms thereof.

X. MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN

A. Sale Transaction(s)

The Plan contemplates the possibility of the Sale Transaction(s). If the Sale Transaction(s) occur(s), the OpCo Debtors may or may not File a modified Plan (including any necessary

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

B. Modification and Amendments

Subject to the terms of the Restructuring Support Agreement and subject to the consent rights set forth in the Restructuring Support Agreement (which are incorporated herein pursuant to Article I.H of the Plan), except as otherwise specifically provided in the Plan, the Debtors reserve the right to modify the Plan, whether such modification is material or immaterial, and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not re-solicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 (as well as those restrictions on modifications set forth in the Plan), the Debtors expressly reserve their rights to revoke or withdraw, to alter, amend or modify the Plan with respect to any Debtor, one or more times, before or after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend or modify the Plan, or remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan.

C. Effect of Confirmation on Modifications

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

D. Revocation or Withdrawal of Plan

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

XI. RETENTION OF JURISDICTION

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

1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of, any Claim, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims;

2. Decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals;

3. Resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease, the determination of any Claim arising therefrom, including the Cure Amounts, or any other matter related to Executory Contracts and Unexpired Leases; (b) the amending, modifying, or supplementing, after the OpCo Plan Effective Date and the Holdings Plan Effective Date, as applicable, of the Assumed Executory Contracts and Unexpired Leases List; and (c) any dispute regarding whether a contract or lease is or was executory, expired, or terminated;

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

5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested or any other matters, including those relating to the Holdings Settlement Agreement, and grant or deny any applications pending on the Effective Date;

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

7. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and of all contracts, instruments, releases, and other agreements or documents created in connection with the Plan, including the Restructuring Support Agreement and the documents comprising the Plan Supplement;

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

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

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

11. Enter and implement such orders as are necessary or appropriate if the Confirmation Order with respect to the OpCo Plan and/or the Holdings Plan is for any reason modified, stayed, reversed, revoked, or vacated;

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

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

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

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

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

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

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

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

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

XII. MISCELLANEOUS PROVISIONS

A. Immediate Binding Effect

Subject to Article IX and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the OpCo Plan Effective Date and/or the Holdings Plan Effective Date, as applicable, the terms of the OpCo Plan and the Holdings Plan, respectively, and the documents contained in the Plan Supplement, as applicable to each Plan, shall be immediately effective and enforceable and deemed binding upon the OpCo Debtors, Holdings, the Reorganized OpCo Debtors, or the Wind-Down Debtor(s), as applicable, and any and all holders of Claims against and Interests in the OpCo Debtors and Holdings, as applicable (irrespective of whether

their Claims or Interests are Allowed or whether they have accepted the OpCo Plan or the Holdings Plan), all Persons that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Person acquiring property under the Plan and any and all non-Debtor counterparties to the Executory Contracts and Unexpired Leases.

B. Additional Documents

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

C. Payment of Statutory Fees

All fees payable pursuant to section 1930(a) of the Judicial Code shall be paid by each Reorganized OpCo Debtor or applicable Wind-Down Debtor, as applicable, for each quarter (including any fraction thereof) until the OpCo Debtors' Chapter 11 Cases and/or Holdings' Chapter 11 Case, as applicable, are converted, dismissed, or closed, whichever occurs first. For the avoidance of doubt, any statutory fees payable by Holdings shall be paid solely from the proceeds of the Holdings DIP Facility or Holdings' assets.

D. Statutory Committee and Cessation of Fee and Expense Payment

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

E. Reservation of Rights

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

F. Successors and Assigns

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

G. Notices

To be effective, all notices, requests and demands shall be in writing (including by e-mail or facsimile transmission), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed to the following:

1. If to the Debtors, to:

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

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

- and –

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

2. If to the Consenting Lenders, to:

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

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

Latham & Watkins LLP
1271 Avenue of the Americas

New York, NY 10020
Attn: Brett Rosenblatt (Brett.Rosenblatt@lw.com)
Adam Goldberg (Adam.Goldberg@lw.com)
Brian Rosen (Brian.Rosen@lw.com)

4. If to the Trive Sponsors:

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

5. If to a Consultant, to:

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

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

H. Entire Agreement

Except as otherwise indicated, the Plan, the Restructuring Support Agreement, the Plan Supplement, the Holdings Settlement Agreement and the Confirmation Order supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on the subjects covered thereby, all of which have become merged and integrated into the Plan and the Confirmation Order, provided that the Holdings Settlement Agreement shall be in addition to, and shall not be limited or superseded by, any provision in the Plan.

I. Exhibits

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan, as applicable, as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the website of the Debtors' notice, claims, and balloting agent at https://dm.epiq11.com/luckybucks or the Bankruptcy Court's website at http://www.deb.uscourts.gov/. To the extent any exhibit or

document is inconsistent with the terms of the Plan, unless otherwise ordered by the Bankruptcy Court, the non-exhibit or non-document portion of the Plan shall control.

J. Non-Severability of Plan Provisions

The provisions of the Plan, including its release, injunction, exculpation and compromise provisions, are mutually dependent and non-severable, other than as described below. The Confirmation Order shall constitute a judicial determination, and shall provide, that each term and provision of the applicable Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the applicable Plan and may not be deleted or modified without the consent of the Debtors, consistent with the terms set forth herein; and (3) non-severable and mutually dependent; provided, however, that notwithstanding anything to the contrary in this Article XII.J, the Holdings Plan shall be severed from the OpCo Plan if the Bankruptcy Court's approval of the Holdings Settlement Agreement and Confirmation of the Holdings Plan is not obtained by the earlier of (a) 10 weeks following the Petition Date and (b) the date all applicable regulatory approvals necessary for the effectiveness of the OpCo Plan are obtained; provided, that the Severance Trigger Date shall be the earlier of (a) 8 weeks following the Petition Date and (b) the date all applicable regulatory approvals necessary for the effectiveness of the OpCo Plan are obtained, in the event the GLC indicates it may not consider the application for regulatory approval until after confirmation of the OpCo Plan.

K. Closing of Chapter 11 Cases

Holdings, the Reorganized OpCo Debtors or the Plan Administrator(s), as applicable, shall, promptly after the full administration of the Chapter 11 Cases, File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order necessary to close the Chapter 11 Cases.

L. Conflicts

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

[*Remainder of page intentionally left blank*]

Dated this June 8, 2023

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

Exhibit C to RSA
OpCo DIP Commitment Letter and Term Sheet

EXECUTION VERSION

June 8, 2023

Lucky Bucks, LLC
5820 Live Oak Parkway, Suite 300
Norcross, GA 30071
Attention: Jamie Boyden

$82,000,000 Senior Secured Superpriority OpCo Debtor in Possession Credit Facility
Commitment Letter

Ladies and Gentlemen:

Lucky Bucks, LLC, a Georgia limited liability company ("you" or "Lucky Bucks") and Lucky Bucks HoldCo, LLC, a Delaware limited liability company ("HoldCo", and collectively with Lucky Bucks, the "OpCo Debtors" and each, an "OpCo Debtor") have requested that the parties listed on Annex A ("us", "we" or the "Commitment Parties") to the term sheet attached hereto as Exhibit A (including all schedules, annexes and exhibits hereto, as may be amended, restated, supplemented or otherwise modified from time to time, the "OpCo DIP Term Sheet") agree to provide, under section 364 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the "Bankruptcy Code"), a multiple draw senior secured superpriority debtor in possession term loan facility (the "OpCo DIP Facility") in an aggregate principal amount of $82,000,000, consisting of (i) $14,500,000 of Initial New Money OpCo DIP Loans (as defined in the OpCo DIP Term Sheet) and $43,500,000 of Initial Rolled Term Loans (as defined in the OpCo DIP Term Sheet), which shall be available to be funded on the Interim Closing Date (as defined in the OpCo DIP Term Sheet) subject to entry of the OpCo Interim DIP Order (as defined in the OpCo DIP Term Sheet) and (ii) $6,000,000 of Final New Money OpCo DIP Loans (as defined in the OpCo DIP Term Sheet) and $18,000,000 of Final Rolled Term Loans (as defined in the OpCo DIP Term Sheet), which shall be available to be funded on the OpCo Final DIP Order Entry Date (as defined in the OpCo DIP Term Sheet) subject to entry of the OpCo Final DIP Order (as defined in the OpCo DIP Term Sheet). The availability of the OpCo DIP Facility will be conditioned on and subject solely to the conditions set forth in Section 5 below. Capitalized terms used but not defined herein are used with the meanings assigned to them in (i) that certain Restructuring Support Agreement, dated as of the date hereof (including the term sheets attached thereto and any other attachments thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the "Restructuring Support Agreement"), by and among the Company Parties, the Consenting Lenders from time to time party thereto, the Consultants and the Sponsors (each, as defined therein) or (ii) the OpCo DIP Term Sheet, as applicable.

1. **Commitment**

In connection with the foregoing, the Commitment Parties are pleased to advise you of their commitments to provide the New Money OpCo DIP Loans, on a several and not joint basis, in the respective amounts set forth adjacent to each such Commitment Party's name on Annex A to the OpCo DIP Term Sheet (the "OpCo DIP Commitments") upon the terms and subject to solely the conditions set forth in this letter agreement (this "Commitment Letter" and together with the OpCo DIP Term Sheet, the "OpCo DIP Commitment Letter and Term Sheet").

The rights and obligations of each of the Commitment Parties under the OpCo DIP Commitment Letter and Term Sheet shall be several and not joint and several, and no failure of any Commitment Party to comply with any of its obligations hereunder shall prejudice the rights, or reduce the obligations, of any other Commitment Party; *provided* that no OpCo DIP Lender shall be required to fund the commitment of another OpCo DIP Lender in the event such other OpCo DIP Lender fails to do so (the "Breaching Party"), but may at its option do so, in whole or in part, in which case such performing OpCo DIP Lender shall be entitled to all or a proportionate share, as the case may be, of the OpCo DIP Facility and related fees that would otherwise be issued to the Breaching Party.

The New Money OpCo DIP Loans will be provided and funded through a "Fronting Lender" and each Commitment Party will be bound to acquire its share of the New Money OpCo DIP Loans from the Fronting Lender on or prior to the date that is 4 days after the funding of the Initial New Money OpCo DIP Loans or the funding of the Final New Money OpCo DIP Loans, as the case may be, by assignment from the Fronting Lender in accordance with the assignment provisions of the OpCo DIP Commitment Letter and Term Sheet; it being agreed that Jefferies Capital Services, LLC shall be the Fronting Lender.

2. **Titles and Roles**

It is agreed that Wilmington Savings Fund Society, FSB will act as the administrative agent (in such capacity, the "OpCo DIP Agent") in respect of the OpCo DIP Facility. It is understood and agreed that this Commitment Letter shall not constitute either an express or implied commitment or offer by the OpCo DIP Agent to provide any portion of the OpCo DIP Facility or to otherwise provide any financing.

3. **Information**

You hereby represent that (a) all written factual information, other than (i) the Projections (as defined below) and (ii) information of a general economic or industry specific nature (such written information other than as described in the immediately preceding clauses (i) and (ii), the "Information"), that has been or will be made available to us by you or on behalf of you or any of your representatives in connection herewith is or will be, when taken as a whole, complete and correct in all material respects and does not or will not, when furnished and when taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto) and (b) the financial projections and other projections, budgets, estimates and other forward-looking information (collectively, the "Projections") that have been or will be made available to us by you or on behalf of you or any of your representatives in connection herewith have been or will be prepared in good faith based upon assumptions that are reasonable at the time made and at the time the related Projections are made available to us; it being understood that (x) the Projections are merely a prediction as to future events and are not to be viewed as facts, (y) the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, and (z) no assurance can be given that any particular Projection will be realized and that actual results during the period or periods covered by any the Projections may differ significantly from the projected results and such differences may be material. You agree that if, at any time prior to the effectiveness of the OpCo DIP Facility, you become aware that any of the representations in the preceding sentence would be incorrect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement the Information and the Projections so that such representations will be correct under those circumstances; *provided* that any such supplemental Information and Projections shall be treated as confidential in accordance with this Commitment Letter.

In providing this Commitment Letter and arranging the OpCo DIP Facility, the Commitment Parties are relying on the accuracy of the Information furnished to them by or on behalf of you by your representatives without independent verification thereof.

4. **Fees**

As consideration for the commitments and agreements of the Commitment Parties and the Fronting Lender hereunder, the OpCo Debtors jointly and severally agree to pay or cause to be paid to each OpCo DIP Lender or the Fronting Lender, as applicable, its allocable share of the nonrefundable premiums and fees described in (i) the OpCo DIP Term Sheet, (ii) the fee letter (the "OpCo Agent Fee Letter") to be entered into by and among the OpCo Debtors and the OpCo DIP Agent and (iii) the fee letter (the "Fronting Fee Letter") to be entered into by and among the OpCo Debtors and the Fronting Lender (collectively, the "Fees") at the times, on the terms and subject to the conditions set forth in the OpCo DIP Commitment Letter and Term Sheet, the Restructuring Support Agreement, the OpCo DIP Term Sheet, the Fronting Fee Letter and the OpCo Agent Fee Letter, as applicable.

The OpCo Debtors acknowledge and agree that the Fees shall be fully earned, nonrefundable, and non-avoidable upon the occurrence of such events or such applicable dates as described with respect thereto in the OpCo DIP Term Sheet, the OpCo Agent Fee Letter or the Fronting Fee Letter, as applicable, and shall be paid by the OpCo Debtors, free and clear of any withholding or deduction for any applicable taxes, on the applicable dates as set forth in the OpCo DIP Term Sheet, the OpCo Agent Fee Letter, or the Fronting Fee Letter, as applicable. The applicable Fees are being earned as consideration for each OpCo DIP Lender's OpCo DIP Commitment and the Fronting Lender's agreement to fund the New Money OpCo DIP Loans, as applicable, hereunder and not with respect to any other services being provided.

5. **Conditions**

Each OpCo DIP Lender's commitments and agreements hereunder are subject only to the conditions set forth under the sections of the OpCo DIP Term Sheet entitled (i) "Conditions Precedent to the Initial OpCo DIP Loans on the Interim Closing Date" and (ii) "Conditions Precedent to the Final OpCo DIP Loans on the OpCo Final DIP Order Entry Date."

Each OpCo DIP Lender acknowledges that the obligations of the OpCo Debtors hereunder are subject to the approval of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

6. **Indemnification and Expenses**

You agree to indemnify, hold harmless and defend the Commitment Parties (including in connection with their capacity as lenders under the OpCo DIP Commitment Letter and Term Sheet), the OpCo DIP Agent, the Fronting Lender and their respective affiliates and their respective directors, officers, employees, attorneys, advisors, consultants, agents and other representatives (each, an "Indemnified Person") from and against any and all losses, claims, damages, expenses and liabilities, joint or several, to which any such Indemnified Person may become subject arising out of or in connection with the OpCo DIP Commitment Letter and Term Sheet, the OpCo DIP Facility, the use of the proceeds thereof or any claim, litigation, investigation or proceeding (a "Proceeding") relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto, whether or not such Proceedings are brought by you, your equity holders, affiliates, creditors or any other person, and to reimburse each Indemnified Person within ten (10) Business Days after written demand for any reasonable and documented out-of-pocket legal expenses (limited to one counsel for the OpCo DIP Agent, its respective affiliates and their respective directors, officers, employees, attorneys, advisors, consultants, agents and other representatives taken as a

whole and one counsel for all other Indemnified Persons taken as a whole and, if reasonably necessary, a single regulatory counsel for all Indemnified Persons taken as a whole and a single local counsel for all Indemnified Persons taken as a whole in each relevant material jurisdiction (which may be a single local counsel acting in multiple jurisdictions) and, solely in the case of any actual or perceived conflict of interest between Indemnified Persons where the Indemnified Persons affected by such conflict inform you of such conflict, one additional regulatory counsel and/or local counsel in each relevant material jurisdiction to each group of affected Indemnified Persons similarly situated, taken as a whole) or other reasonable and documented out-of-pocket expenses incurred in connection with investigating or defending any of the foregoing, but subject to the limitations in the next sentence; *provided* that the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent they (x) are found by a final, non-appealable judgment of a court of competent jurisdiction to arise from the willful misconduct or gross negligence of, or a material breach of this Commitment Letter by, such Indemnified Person or its control affiliates, directors, officers or employees (collectively, the "Related Parties") or (y) arise from any dispute among Indemnified Persons or any Related Parties, other than any Proceedings against the Fronting Lender or the OpCo DIP Agent in fulfilling their respective roles as the Fronting Lender, the OpCo DIP Agent or other agent role under the OpCo DIP Commitment Letter and Term Sheet and other than any claims arising out of any act or omission on the part of you or any of your affiliates. Notwithstanding the foregoing, each Indemnified Person shall be obligated to refund and return promptly any and all amounts paid under the indemnification provisions of this Commitment Letter to such Indemnified Person and/or its Related Party for any such losses, claims, damages, liabilities or expenses to the extent such Indemnified Person and its Related Parties are not entitled to payment of such amounts in accordance with the terms hereof as finally determined by a final, non-appealable judgment of a court of competent jurisdiction.

In addition, whether or not the Interim Closing Date occurs, all reasonable and documented prepetition and post-petition professional fees, costs and expenses of the Prepetition OpCo First Lien Agent (as defined in the OpCo DIP Term Sheet), the Prepetition OpCo First Lien Lenders (as defined in the OpCo DIP Term Sheet), the OpCo DIP Agent, the Fronting Lender and the Commitment Parties (including in connection with their capacity as lenders under the OpCo DIP Facility) relating to the OpCo Chapter 11 Cases, the Restructuring Support Agreement, the OpCo DIP Facility or the Prepetition OpCo First Lien Credit Agreement (as defined in the OpCo DIP Term Sheet) (including, without limitation, (i) the preparation of documentation (including any amendments, modifications or waivers) in respect thereof, (ii) the administration thereof and (iii) in connection with the enforcement or protection of rights in connection with the OpCo DIP Facility or the documentation in respect thereof) (including, without limitation, prepetition and post-petition fees and disbursements of counsel and advisors allocated to the OpCo Chapter 11 Cases, including, but not limited to, the fees, costs and expenses of Akin Gump Strauss Hauer & Feld, LLP, Greenhill & Co., LLC, OnMessage Public Strategy (OMPS), Robbins Alloy Belinfante Littlefield LLC, Cole Schotz PC, Prairie Peak LLC, ArentFox Schiff LLP, Potter Anderson & Corroon LLP, Latham & Watkins LLP, Crowell & Moring LLP and McGuireWoods LLP) subject to the OpCo DIP Orders (as defined in the OpCo DIP Term Sheet), shall be payable by the OpCo Debtors within ten (10) Business Days following written demand without the requirement to file retention or fee applications with the Bankruptcy Court; provided that notwithstanding the foregoing, in each case of McGuireWoods LLP and Crowell & Moring LLP, (i) the OpCo Debtors shall not be required to pay any post-petition fees of McGuireWoods LLP or Crowell & Moring LLP, (ii) the OpCo Debtors shall not be required to pay fees incurred in any calendar month in excess of $5,000 (provided that any such amounts not utilized in any month shall be carried over and added to the monthly limit of the immediately subsequent month), (iii) any such amounts incurred prior to the date of the Fourth Amendment (as defined in the Prepetition OpCo First Lien Credit Agreement) and owed to McGuireWoods LLP shall not exceed $20,000.00 and (iv) any such amounts incurred prior to the date of the Fourth Amendment and owed to Crowell & Moring LLP shall not exceed $15,000.00.

You will not be liable for any settlement of any Proceeding effected without your prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), but, if settled with your written consent or if there is a final judgment in any such Proceedings, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with the indemnification provisions of this Commitment Letter.

It is further agreed that each OpCo DIP Lender shall only have liability to you (as opposed to any other person) and that each OpCo DIP Lender shall be liable solely in respect of its own commitment to the OpCo DIP Facility on a several, and not joint, basis with any other OpCo DIP Lender. None of the Indemnified Persons or the OpCo Debtors or their respective directors, officers, employees, advisors, and agents shall be liable for any indirect, special, punitive or consequential damages in connection with this Commitment Letter, the OpCo DIP Facility or the transactions contemplated hereby or thereby; *provided* that nothing contained in this sentence shall limit your indemnity obligations to the extent set forth in this Section 6.

7. **Sharing of Information, Absence of Fiduciary Relationship, Affiliate Activities**

You acknowledge that each Commitment Party (or an affiliate) or the Fronting Lender (or an affiliate) may from time to time effect transactions, for its own or its affiliates' account or the account of customers, and hold positions in loans, securities or options on loans or securities of, or claims against, you, your affiliates and of other companies that may be the subject of the transactions contemplated by this Commitment Letter. You also acknowledge that the Commitment Parties and the Fronting Lender and their respective affiliates have no obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies or persons.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and the Commitment Parties or the Fronting Lender is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether the Commitment Parties or the Fronting Lender have advised or are advising you on other matters, (b) the Commitment Parties and the Fronting Lender, on the one hand, and you, on the other hand, have an arm's length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty to you or your affiliates on the part of the Commitment Parties or the Fronting Lender, and you waive, to the fullest extent permitted by law, any claims you may have against any Commitment Party or the Fronting Lender for breach of duty or alleged breach of any fiduciary duty on the part of the Commitment Parties or the Fronting Lender and agree that no Commitment Party or the Fronting Lender will have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your behalf, including equity holders, employees or creditors, in each case, in respect of any of the transactions contemplated by this Commitment Letter, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter, and you are responsible for making your own independent judgment with respect to the transactions contemplated by this Commitment Letter and the process leading thereto, (d) you have been advised that the Commitment Parties and the Fronting Lender and their respective affiliates are engaged in a broad range of transactions that may involve interests that differ from your and your affiliates' interests and that the Commitment Parties and the Fronting Lender and their respective affiliates have no obligation to disclose such interests and transactions to you and your affiliates, (e) you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate, (f) each Commitment Party and the Fronting Lender has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by it and the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for you, or any of your affiliates and (g) none of the Commitment Parties or the Fronting Lender or their affiliates has any

obligation or duty (including any implied duty) to you or your affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein or in any other express writing executed and delivered by such Commitment Party or the Fronting Lender, as applicable, and you or any such affiliate.

You acknowledge for United States securities law purposes that any OpCo DIP Lender may establish an information blocking device or "Information Barrier" between, on the one hand, its directors, officers, employees, agents, affiliates (as such term is used in Rule 12b-2 under the Exchange Act) and, on the other hand, its affiliates and its and their attorneys, accountants, financial or other advisors, members, equity holders, partners, directors and employees who, pursuant to such Information Barrier policy, are permitted to receive confidential information or otherwise participate in discussions concerning the transactions contemplated hereby, and those of such OpCo DIP Lender's, and its affiliates', other employees.

Additionally, you acknowledge and agree that none of the Commitment Parties or the Fronting Lender are advising you as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. You shall consult with your own advisors concerning such matters and shall be responsible for making your own independent investigation and appraisal of the transactions contemplated by this Commitment Letter, and the Commitment Parties and the Fronting Lender shall not have any responsibility or liability to you with respect thereto. Any review by the Commitment Parties or the Fronting Lender, as the case may be, of the transactions contemplated by this Commitment Letter or other matters relating thereto will be performed solely for the benefit of the Commitment Parties or the Fronting Lender, as the case may be, and shall not be on behalf of you or any of your affiliates.

You acknowledge that each Commitment Party and the Fronting Lender may be (or may be affiliated with) a full service financial firm and as such from time to time may, and its affiliates may, (a) effect transactions for its own or its affiliates' account or the account of customers, and hold long positions in debt or equity securities, loans or other securities and financial instruments of companies that may be the subject of the transactions contemplated hereunder or with which you or your subsidiaries may have commercial or other relationships or (b) provide debt financing, equity capital, investment banking, financial advisory services, securities trading, hedging, financing and brokerage activities and financial planning and benefits counseling to other companies or similar services in respect of which you or your subsidiaries may have conflicting interests. The OpCo Debtors hereby waive and release, to the fullest extent permitted by law, any claims each of them has or will or may have hereunder with respect to any conflict of interest arising from such transactions, activities, investments or holdings, or arising from the failure of any Commitment Party or the Fronting Lender or any of its respective affiliates or customers to bring such transactions, activities, investments or holdings to their attention.

8. **Confidentiality**

This Commitment Letter is delivered to you on the understanding that neither this Commitment Letter nor any of its terms or substance shall be disclosed by you, directly or indirectly, to any other person except (a) to you and your respective officers, directors, employees, members, partners, stockholders, attorneys, accountants, independent auditors, professionals, experts, agents and advisors (collectively, "Representatives"), in each case on a confidential and need-to-know basis, (b) pursuant to the order of any court or administrative agency or in any legal, judicial or administrative proceeding, or otherwise as required by applicable law or regulation or compulsory legal process (in which case, you agree to inform the Commitment Parties promptly thereof prior to such disclosure to the extent timely practicable and not prohibited by law, rule, regulation or other legal process), (c) upon the request or demand of any regulatory authority having jurisdiction over you, (d) upon notice to the Commitment Parties, in connection with any public filing requirement you are legally obligated to satisfy, in form and substance acceptable to the

Commitment Parties, (e) in a Bankruptcy Court filing in order to implement the transactions contemplated hereunder, (f) to the United States Trustee, the official committee of unsecured creditors or any other statutory committee formed in the OpCo Chapter 11 Cases and each of their legal counsel, independent auditors, professionals and other experts or agents who are informed of the confidential nature of such information and agree to be bound by confidentiality and use restrictions substantially similar to those set forth in this Section 8, (g) to the parties and potential parties to the Restructuring Support Agreement, (h) to the extent any such information becomes publicly available other than by reason of disclosure by you, your affiliates or your or their representatives in breach of this Commitment Letter, (i) to potential participants, assignees or potential counterparties to any swap, credit insurance or derivative transaction relating to Lucky Bucks, in each case, who agree to be bound by confidentiality and use restrictions and (j) with respect to the OpCo DIP Term Sheet, to S&P and Moody's, on a confidential basis, in connection with obtaining a rating for the OpCo DIP Facility.

Each of the Commitment Parties shall use all nonpublic information provided to them by you or on behalf of you by any of your representatives hereunder solely in connection with the OpCo DIP Facility or the restructuring transactions described herein and subject to the Restructuring Support Agreement and the OpCo Chapter 11 Cases and shall treat confidentially all such information; *provided* that nothing herein shall prevent any Commitment Party from disclosing any such information (i) pursuant to the order of any court or administrative agency or in any legal, judicial or administrative proceeding, or otherwise as required by applicable law, regulation or compulsory legal process (in which case such Commitment Party agrees to inform you promptly thereof prior to such disclosure to the extent timely practicable and not prohibited by law, rule, regulation or other legal process), (ii) upon the request or demand of any regulatory authority having jurisdiction over such Commitment Party or any of its affiliates, (iii) to the extent that such information becomes publicly available other than by reason of disclosure by such Commitment Party, its affiliates or their Representatives in breach of this Commitment Letter, (iv) to any Commitment Party's affiliates, and its and such affiliates' respective Representatives who need to know such information in connection with the transactions contemplated by the Commitment Letter and are informed of the confidential nature of such information and instructed to keep such information of this type confidential, (v) for purposes of establishing a "due diligence" defense, (vi) to the extent that such information is or was received by such Commitment Party from a third party that is not to such Commitment Party's knowledge subject to confidentiality obligations owed to you, (vii) to the extent that such information is independently developed by such Commitment Party or (viii) to potential participants, assignees or potential counterparties to any swap, credit insurance or derivative transaction relating to Lucky Bucks, in each case, who agree to be bound by confidentiality and use restrictions substantially similar to those set forth in this Section 8. The provisions of this paragraph shall automatically terminate and be superseded by the confidentiality provisions to the extent covered in the definitive documentation for the OpCo DIP Facility upon the initial funding thereunder, and the provisions of this Section 8 shall in any event automatically terminate one year following the date of this Commitment Letter. Notwithstanding any other provision herein, this Commitment Letter does not limit the disclosure of any tax strategies.

9. **Miscellaneous**

This Commitment Letter shall not be assignable by you without the prior written consent of each Commitment Party and the Fronting Lender (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto, the OpCo DIP Agent, the Fronting Lender and the Indemnified Persons and is not intended to and does not confer any benefits upon, or create any rights in favor of, any person other than the parties hereto, the OpCo DIP Agent, the Fronting Lender and the Indemnified Persons to the extent expressly set forth herein. The Commitment Parties reserve the right to employ the services of their respective affiliates in providing services contemplated hereby, and to satisfy their obligations hereunder through, or assign their rights and obligations hereunder to, one or more of their respective affiliates, separate funds and/or accounts within their control or

investment funds under their or their respective affiliates' management and/or advisement (collectively, "OpCo DIP Lender Affiliates"); and to allocate, in whole or in part, to their respective affiliates certain fees payable to the Commitment Parties in such manner as the Commitment Parties and their respective affiliates may agree in their sole discretion; *provided* that such Commitment Party will be liable for the actions or inactions of any such person whose services are so employed, and no delegation or assignment to an OpCo DIP Lender Affiliate shall relieve such Commitment Party from its obligations hereunder to the extent that any OpCo DIP Lender Affiliate fails to satisfy the OpCo DIP Commitments hereunder at the time required.

The OpCo DIP Commitment Letter and Term Sheet may not be amended or waived except by an instrument in writing signed by you and each Commitment Party and, if such amendment or waiver adversely affects the rights or obligations of the Fronting Lender, the Fronting Lender, except to amend Annex A to the OpCo DIP Term Sheet as otherwise described herein. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by facsimile or electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter (and the Restructuring Support Agreement, the OpCo DIP Term Sheet, the Fronting Fee Letter and the agreements referenced in this Commitment Letter) set forth the entire understanding of the parties with respect to the OpCo DIP Facility, and replace and supersede all prior agreements and understandings (written or oral) related to the subject matter hereof. This Commitment Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York and the Bankruptcy Code, to the extent applicable.

You and we hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York (or if such court does not have jurisdiction, any state court or Federal court located in the Borough of Manhattan), any appellate court from any thereof, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of the OpCo Chapter 11 Cases may be heard and determined in the Bankruptcy Court and any other Federal court having jurisdiction over the OpCo Chapter 11 Cases from time to time, over any suit, action or proceeding arising out of or relating to the transactions contemplated hereby, this Commitment Letter or the performance of services hereunder or thereunder. Notwithstanding the foregoing consent to jurisdiction in United States District Court for the Southern District of New York, upon the commencement of the OpCo Chapter 11 Cases, each of the parties hereto agrees that, if the OpCo Chapter 11 Cases are pending, the Bankruptcy Court shall have exclusive jurisdiction over all matters arising out of or relating to the transactions contemplated hereby, this Commitment Letter or the performance of services hereunder or thereunder. You and we agree that service of any process, summons, notice or document by registered mail addressed to you or us shall be effective service of process for any suit, action or proceeding brought in any such court. You and we hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in any inconvenient forum. You and we hereby irrevocably agree to waive trial by jury in any suit, action, proceeding, claim or counterclaim brought by or on behalf of any party related to or arising out of this Commitment Letter or the performance of services hereunder or thereunder.

Each of the Commitment Parties hereby notifies you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "PATRIOT Act"), it is required to obtain, verify and record information that identifies the OpCo Debtors, which information includes names, addresses, tax identification numbers and other information that will allow such Commitment Party (and any lender (including the Fronting Lender) under the OpCo DIP Commitment Letter and Term Sheet) to identify the OpCo Debtors in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for the Commitment Parties and any lender under the OpCo DIP Commitment Letter and Term Sheet.

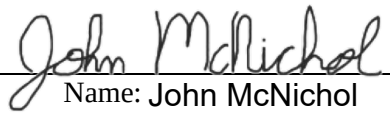
The indemnification, expense reimbursement, jurisdiction, confidentiality, governing law, sharing of information, no agency or fiduciary duty, waiver of jury trial, service of process and venue provisions contained herein shall remain in full force and effect regardless of whether the OpCo DIP Facility Documents shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the OpCo DIP Commitments.

The parties hereto hereby agree that the OpCo DIP Commitment Letter and Term Sheet is a legal, valid, binding and enforceable agreement with respect to the subject matter herein, except as such enforceability may be limited by Debtor Relief Laws (as defined in the Prepetition OpCo First Lien Credit Agreement) and by general principles of equity; it being acknowledged and agreed that the funding of the OpCo DIP Facility is subject solely to the conditions specified in Section 5 herein.

If the OpCo DIP Commitment Letter and Term Sheet correctly sets forth our agreement, please indicate your acceptance of the terms of the OpCo DIP Commitment Letter and Term Sheet by returning to us executed counterparts of the OpCo DIP Commitment Letter and Term Sheet no later than 11:59 p.m. New York City time, on June 8, 2023. This offer will automatically expire if we have not received such executed counterparts in accordance with the preceding sentence. In addition, the commitment and agreements of the Commitment Parties hereunder shall expire (the date of such expiration, the "Termination Date") automatically upon the occurrence of any of the following unless waived by the Required OpCo Backstop Lenders (by email or otherwise): (i) if you have not commenced the OpCo Chapter 11 Cases and filed a motion seeking entry of the OpCo Interim DIP Order and the OpCo Final DIP Order by the applicable dates set forth in the Restructuring Support Agreement (as such dates may be extended under the terms of the Restructuring Support Agreement), (ii) if the Bankruptcy Court has not entered the OpCo Interim DIP Order within six (6) calendar days after the Petition Date, or (iii) upon the termination of the Restructuring Support Agreement in accordance with its terms, unless, in each case, prior to such time, the OpCo Final DIP Order Entry Date shall have occurred and Lucky Bucks shall have paid to the Commitment Parties the Fees that are specified in this Commitment Letter to be due on or prior to the OpCo Final DIP Order Entry Date.

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WILMINGTON SAVINGS FUND SOCIETY, FSB, as OpCo DIP Agent



Name: John McNichol
Title: Assistant Vice President

JEFFERIES CAPITAL SERVICES, LLC,
as Fronting Lender

By: _____
Name: Mark Sahler
Title: Managing Director

Accepted and agreed to as of the date first above written:

LUCKY BUCKS, LLC

By: _____
Name: Jamie Boyden
Title: EVP, Business Development

LUCKY BUCKS HOLDCO, LLC

By: _____
Name: Jamie Boyden
Title: Manager

EXHIBIT A

OPCO DIP TERM SHEET

See attached.

EXECUTION VERSION

LUCKY BUCKS, LLC

Senior Secured Superpriority
OpCo Debtor in Possession Credit Facility Term Sheet

This Senior Secured Superpriority OpCo Debtor in Possession Credit Facility Term Sheet (including all schedules, annexes and exhibits hereto, as may be amended, restated, supplemented or otherwise modified from time to time, this "**OpCo DIP Term Sheet**") describes the terms and conditions of the senior secured superpriority debtor in possession term loan facility (the "**OpCo DIP Facility**") to be provided by the OpCo DIP Lenders (as defined below) to Lucky Bucks, LLC, a Georgia limited liability company (the "**OpCo Borrower**"), in connection with cases (collectively, the "**OpCo Chapter 11 Cases**") filed or to be filed by the OpCo Borrower and Lucky Bucks HoldCo, LLC, a Delaware limited liability company ("**HoldCo**", and together with the OpCo Borrower, the "**OpCo Debtors**"; it being understood that, for purposes of this OpCo DIP Term Sheet, "OpCo Debtors" shall not include Holdings (as defined below)), in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") pursuant to chapter 11 of title 11 of the United States Code (as amended, the "**Bankruptcy Code**") no later than June 8, 2023 (the "**Petition Date**"). The OpCo DIP Facility is being provided by the OpCo DIP Lenders in reliance upon the promulgation and consummation of the Restructuring (as defined in the Restructuring Support Agreement referenced below). The OpCo DIP Commitment Letter and Term Sheet (as defined in the OpCo DIP Commitment Letter referenced below) constitutes a legal, valid and binding obligation of each party hereto, and is enforceable against each party hereto in accordance with its terms, except as such enforceability may be limited by Debtor Relief Laws (as defined in the Prepetition OpCo First Lien Credit Agreement) and by general principles of equity.

Capitalized terms used but not defined herein have the meanings assigned to them in the Restructuring Support Agreement, dated as of June 8, 2023 (including all amendments, restatements, modifications, exhibits, and supplements thereto, the "**Restructuring Support Agreement**") by and among the Company Parties, the Consenting Lenders from time to time party thereto, the Consultants and the Sponsors (each, as defined therein), the supplemental implementation term sheet attached as Exhibit A to the Restructuring Support Agreement (the "**Supplemental Implementation Term Sheet**") or the OpCo Interim DIP Order (as defined below).

OPCO BORROWER:	Lucky Bucks, LLC, a Georgia limited liability company, in its capacity as a debtor and debtor in possession under chapter 11 of the Bankruptcy Code.
OPCO GUARANTOR:	HoldCo (the "**OpCo Guarantor**").
LIMITED GUARANTOR:	Lucky Bucks Holdings LLC, a Delaware limited liability company ("**Holdings**"), shall provide a limited, unsecured guaranty of the OpCo DIP Obligations used to fund the OpCo Holdings DIP Tranche (as defined in the Supplemental Implementation Term Sheet).
OPCO DIP LENDERS:	Participation in the OpCo DIP Facility shall be offered to all Consenting Prepetition Lenders (as defined in the Restructuring Support Agreement) who have joined the Restructuring Support Agreement as of the Petition Date, and shall be backstopped by the members of the Ad Hoc Groups (as defined in the Restructuring Support Agreement) (collectively, the "**OpCo Backstop Lenders**") in the amounts set forth on Annex A hereto (all such participating

	lenders, collectively, the "**OpCo DIP Lenders**" and, individually, each an "**OpCo DIP Lender**").
OPCO DIP AGENT:	Wilmington Savings Fund Society, FSB, or an agent reasonably acceptable to the OpCo Borrower and the Required OpCo Backstop Lenders (as defined below) shall be the sole administrative agent and collateral agent for the OpCo DIP Facility (in such capacities, the "**OpCo DIP Agent**").
OPCO DIP FACILITY:	The OpCo DIP Lenders agree, severally and not jointly, to make senior secured superpriority debtor in possession loans to the OpCo Borrower in a total aggregate principal amount not to exceed at any time outstanding aggregate principal commitments of $20,500,000 (the "**OpCo DIP Commitments**") on the terms and conditions herein; *provided* that no OpCo Backstop Lender shall be obligated to make OpCo DIP Loans (as defined below) in an amount in excess of the portion of the OpCo DIP Commitments set forth next to such OpCo Backstop Lender's name in the table set forth on Annex A hereto; *provided, further*, that the OpCo DIP Commitments with respect to the New Money OpCo DIP Loans will be initially provided and funded through Jefferies Capital Services, LLC, as fronting lender (the "**Fronting Lender**"), in accordance with the terms of a fronting agreement by and among the Fronting Lender and the OpCo Backstop Lenders party thereto (the "**Fronting Letter**"), the Master Consent (as defined below) and the Fronting Fee Letter (as defined below).
AVAILABILITY PERIOD:	The OpCo DIP Facility shall be available from the Interim Closing Date (as defined below) to the Maturity Date (as defined below), unless terminated earlier pursuant to the terms hereof or the OpCo DIP Orders (as defined below). The OpCo Borrower may request draws under the OpCo DIP Facility on the dates set forth below by delivering a notice of borrowing to the OpCo DIP Agent (the "**Notice of Borrowing**"), duly executed by an authorized officer of the OpCo Borrower: (i) Initial OpCo DIP Loans: On the Interim Closing Date, the OpCo Borrower may request loans in an aggregate principal amount equal to $58,000,000 consisting of (a) $14,500,000 of new money term loans (the "**Initial New Money OpCo DIP Loans**") and (b) $43,500,000 of existing obligations under the Prepetition OpCo First Lien Credit Agreement that are converted on a dollar for dollar basis on the Interim Closing Date into the OpCo DIP Facility (the "**Initial Rolled Term Loans**", and together with the Initial New Money OpCo DIP Loans, the "**Initial OpCo DIP Loans**") to be provided by the OpCo DIP Lenders holding OpCo DIP Commitments with respect to Initial New Money OpCo DIP Loans at such time or the Fronting Lender, pursuant to mechanics agreed to by the OpCo Borrower and the Required OpCo Backstop Lenders, strictly in accordance

	with the Approved OpCo DIP Budget (as defined below) (after giving effect to the Permitted Variances (as defined below)), subject to the satisfaction or any waiver by the Required OpCo Backstop Lenders of the conditions precedent described under the section below entitled "Conditions Precedent to the Initial OpCo DIP Loans on the Interim Closing Date" and otherwise in accordance with the provisions of this OpCo DIP Term Sheet and the "Use of Proceeds" Section hereof and the terms of the OpCo Interim DIP Order; and (ii) Final OpCo DIP Loans: Upon entry of the OpCo Final DIP Order (as defined below), the OpCo Borrower shall request loans in an aggregate principal amount equal to $24,000,000, consisting of (a) $6,000,000 of new money term loans (the "**Final New Money OpCo DIP Loans**", and together with the Initial New Money OpCo DIP Loans, the "**New Money OpCo DIP Loans**") and (b) $18,000,000 of existing obligations under the Prepetition OpCo First Lien Credit Agreement that are converted on a dollar for dollar basis on the OpCo Final DIP Order Entry Date into the OpCo DIP Facility (the "**Final Rolled Term Loans**" and, together with the Initial Rolled Term Loans, the "**Rolled Term Loans**"; the Final New Money OpCo DIP Loans together with the Final Rolled Term Loans, the "**Final OpCo DIP Loans**"; the Initial OpCo DIP Loans together with the Final OpCo DIP Loans, the "**OpCo DIP Loans**") to be provided by the OpCo DIP Lenders holding OpCo DIP Commitments with respect to Final New Money OpCo DIP Loans at such time or the Fronting Lender, strictly in accordance with the Approved OpCo DIP Budget (after giving effect to the Permitted Variances), subject to the satisfaction or any waiver by the Required OpCo Backstop Lenders of the conditions precedent described under the section below entitled "Conditions Precedent to the Final OpCo DIP Loans on the OpCo Final DIP Order Entry Date" and in accordance with the provisions of this OpCo DIP Term Sheet and the "Use of Proceeds" Section hereof and the terms of the OpCo Final DIP Order. The OpCo DIP Lenders holding OpCo DIP Commitments with respect to Initial New Money OpCo DIP Loans or the Fronting Lender shall fund the Initial New Money OpCo DIP Loans by wire transfer of immediately available funds no later than 11:00 a.m., New York City time, one (1) Business Day after entry of the OpCo Interim DIP Order to the account of the OpCo DIP Agent, and the OpCo DIP Agent shall fund the Initial New Money OpCo DIP Loans to the OpCo Borrower by wire transfer of immediately available funds on such date. Upon the funding of the Initial New Money OpCo DIP Loans to the OpCo Borrower, the Initial Rolled Term

	Loans shall be immediately converted from Prepetition OpCo First Lien Loans (as defined below). The OpCo DIP Lenders holding OpCo DIP Commitments with respect to Final New Money OpCo DIP Loans or the Fronting Lender shall fund the Final New Money OpCo DIP Loans by wire transfer of immediately available funds no later than 2:00 p.m., New York City time, one (1) Business Day prior to the requested funding date for the Final OpCo DIP Loans to the account of the OpCo DIP Agent. Upon the funding of the Final New Money OpCo DIP Loans to the OpCo Borrower, the Final Rolled Term Loans shall be immediately converted from Prepetition OpCo First Lien Loans. As soon as reasonably practicable after the funding of the OpCo DIP Loans, the proceeds of all OpCo DIP Loans not otherwise applied directly to the payment of amounts permitted to be paid under the Approved OpCo DIP Budget (after giving effect to the Permitted Variances) shall be swept, no later than 5:00 p.m. (New York City time) on the Wednesday of each calendar week and otherwise on terms substantially consistent with the Lockbox Account sweep mechanics in the Third Amendment, into a deposit account of the OpCo Borrower that shall be subject to the OpCo DIP Liens (as defined below) in favor of the OpCo DIP Agent, which OpCo DIP Liens shall be granted and perfected pursuant to the OpCo DIP Orders.
CLOSING DATES:	"**Interim Closing Date**" means the date on which the "Conditions Precedent to the Initial OpCo DIP Loans on the Interim Closing Date" as set forth below (including, without limitation, entry of the OpCo Interim DIP Order) shall have been satisfied or waived by the Required OpCo Backstop Lenders in accordance with this OpCo DIP Term Sheet. "**OpCo Final DIP Order Entry Date**" means the date on which the Bankruptcy Court enters the OpCo Final DIP Order. As used herein, "**Business Day**" shall mean, any day (other than a Saturday or a Sunday) on which banks are open for business in New York City.
OPCO DIP LOAN DOCUMENTATION; OPCO DIP TERM SHEET CONTROLS:	As of the Interim Closing Date, the OpCo DIP Commitment Letter and Term Sheet shall be the definitive documentation for the OpCo DIP Facility. If the Required OpCo DIP Lenders subsequently require the OpCo Debtors to enter into additional definitive financing documentation with respect to the OpCo DIP Facility, including, without limitation, a credit agreement (the "**OpCo DIP Credit Agreement**"), guarantees and security documents, such documentation shall be reasonably satisfactory in form and substance to each of the OpCo DIP Agent, the Required OpCo Backstop Lenders and the OpCo Debtors (the "**OpCo DIP Facility Documents**") and shall contain the terms and conditions set forth in

	this OpCo DIP Term Sheet and such other terms as the OpCo Borrower, the OpCo DIP Agent and the Required OpCo Backstop Lenders (and to the extent such other terms adversely affect the rights or obligations of the Fronting Lender, the Fronting Lender) shall agree, *provided* that (i) any such OpCo DIP Facility Documents shall be substantially based on the Prepetition OpCo First Lien Credit Agreement and the other Loan Documents (as defined in the Prepetition OpCo First Lien Credit Agreement), (ii) the provisions of the OpCo DIP Credit Agreement, if any, shall, upon execution, supersede the provisions of the OpCo DIP Commitment Letter and Term Sheet, in each case, to the extent the OpCo DIP Credit Agreement has comparable provisions with comparable coverage, (iii) unless and until such OpCo DIP Facility Documents are executed, the provisions of this OpCo DIP Term Sheet, the OpCo Interim DIP Order and the OpCo Final DIP Order shall govern the OpCo DIP Facility and (iv) the provisions of the OpCo DIP Facility Documents shall be consistent with this OpCo DIP Term Sheet, the OpCo Interim DIP Order and, once entered, a final order with respect to the OpCo DIP Facility, in form and substance satisfactory to the OpCo DIP Agent, the Required OpCo Backstop Lenders and the OpCo Debtors, granting final approval of the OpCo DIP Facility, the OpCo DIP Commitment Letter and Term Sheet and the OpCo DIP Facility Documents (if applicable) (the "**OpCo Final DIP Order**" and, together with the OpCo Interim DIP Order, the "**OpCo DIP Orders**").
CASH COLLATERAL:	Subject to entry of the OpCo Interim DIP Order (including the provision of adequate protection therein) and per the terms of the Restructuring Support Agreement, the Prepetition OpCo Secured Parties (as defined below) and the OpCo DIP Lenders shall consent to the use of their "cash collateral" as defined in section 363(a) of the Bankruptcy Code (the "**Cash Collateral**") on the terms and conditions set forth in the OpCo DIP Orders, the OpCo DIP Commitment Letter and Term Sheet and, if applicable, the OpCo DIP Facility Documents.
USE OF PROCEEDS:	Subject to Bankruptcy Court approval, the OpCo Debtors shall use the proceeds of the OpCo DIP Facility and Cash Collateral strictly in accordance with this OpCo DIP Term Sheet, the OpCo DIP Facility Documents (if applicable), the OpCo DIP Orders and the Approved OpCo DIP Budget (after giving effect to the Permitted Variances), for (a) working capital and general corporate purposes of the OpCo Debtors, including for the payment of OpCo Debtor professional fees allocated to the OpCo Chapter 11 Cases consistent with the terms of the Restructuring Support Agreement, (b) bankruptcy-related costs and expenses in respect of the OpCo Chapter 11 Cases, (c) costs and expenses related to the OpCo DIP Facility, (d) making adequate protection payments to or for the benefit of the Prepetition OpCo Secured Parties, (e) solely in the case of the OpCo Holdings DIP Tranche (as defined in the Supplemental Implementation Term Sheet), funding a portion of the debtor in possession term loan

	facility of Holdings and (f) any other purposes specifically set forth in the Approved OpCo DIP Budget. No Cash Collateral or proceeds of the OpCo DIP Facility may be used by the OpCo Debtors or any other entity to investigate, challenge, object to or contest the validity, security, perfection, priority, extent or enforceability of any amount due under, or the liens or claims granted under or in connection with, the OpCo DIP Facility or the Prepetition OpCo First Lien Credit Agreement; *provided* that any official committee of unsecured creditors appointed in the OpCo Chapter 11 Cases (the "**Creditors' Committee**") may use up to $50,000 in the aggregate to investigate (but not otherwise commence any challenge or object to or otherwise prosecute) any such claims or causes of action (the "**Investigation Expenses**"). Other than with respect to the proceeds of the OpCo DIP Loans used to fund the OpCo Holdings DIP Tranche, no Cash Collateral or proceeds of the OpCo DIP Facility may be distributed by the OpCo Debtors to, or used by the OpCo Debtors for the benefit of Lucky Bucks Holdings LLC ("**Holdings**") or any non-OpCo Debtor affiliates of Holdings, including, in each case, for payment of any professional fees or any costs or expenses, except for line item disbursements specifically provided for in the Approved OpCo DIP Budget. Moreover, other than with respect to the Investigation Expenses, no Cash Collateral or proceeds of the OpCo DIP Facility may be used to pay any fees and expenses associated with any official committee of unsecured creditors appointed in the OpCo Chapter 11 Cases, and payment of such fees and expenses shall be the sole responsibility of Holdings.
APPROVED OPCO DIP BUDGET; APPROVED CASH FLOW PROJECTION; VARIANCE REPORTS:	By no later than the Petition Date, the OpCo Debtors shall prepare and deliver to the OpCo DIP Agent and the OpCo DIP Lenders a weekly cash flow forecast for the 13-week period commencing on the Petition Date, and such weekly cash flow forecast shall be approved by the Required OpCo DIP Lenders in their sole discretion and shall set forth, among other things, the projected cash receipts (including, but not limited to, extraordinary receipts, asset sales and insurance proceeds) and cash disbursements (including capital expenditures and other reinvestments) of the OpCo Debtors for the period covered thereby (the "**Approved OpCo DIP Budget**"). By no later than 11:59 PM (Eastern Time) on the Wednesday of the calendar week following the week in which the Petition Date occurs, and no later than 11:59 PM (Eastern Time) on each Wednesday of each calendar week thereafter (or, in each case, if any Wednesday is not a Business Day, the next Business Day thereafter), the OpCo Debtors shall deliver to the OpCo DIP Agent and the OpCo DIP Lenders (and their advisors) a variance report (each, a "**Weekly Variance Report**") substantially in the form of Exhibit R attached to the Prepetition OpCo First Lien Credit Agreement setting forth, in

	reasonable detail, "receipts" and "disbursements" of the OpCo Debtors on a weekly, rolling four-week basis and cumulative basis (relative to the initial Approved OpCo DIP Budget) and any variances between the actual amounts and those set forth in the initial Approved OpCo DIP Budget and the then-in-effect Approved OpCo DIP Budget, and including detail by line-item as to whether a given variance is permanent or timing-based and commentary in respect thereof (including, without limitation, line item detail with respect to Existing Consulting Agreement Payments (as defined below)). Each Wednesday (or, if any Wednesday is not a Business Day, the next Business Day thereafter) of each calendar week, beginning with the calendar week that is four weeks following the week in which the Petition Date occurs, shall be referred to as a "**Variance Testing Date**". The OpCo Debtors shall comply with the following (collectively, the "**Permitted Variances**"): As of any Variance Testing Date, the OpCo Debtors shall not allow: (i) the aggregate receipts of the OpCo Debtors to be less than 87.5% (on a cumulative basis taking into account the variance for any prior Testing Period during the then-in-effect Approved OpCo DIP Budget period) of the estimated receipts for such items in the then-in-effect Approved OpCo DIP Budget, and (ii) the aggregate disbursements (including professional fees and expenses incurred by the OpCo Debtors, the OpCo DIP Agent and/or the OpCo DIP Lenders) to exceed 112.5% (on a cumulative basis taking into account the variance for any prior Testing Period during the then-in-effect Approved OpCo DIP Budget period) of the estimated disbursements provided in the then-in-effect Approved OpCo DIP Budget. The one-week period ending on the Sunday prior to each Variance Testing Date shall be referred to as a "**Testing Period**". Additional variances, if any, from the Approved OpCo DIP Budget, and any proposed changes to the Approved OpCo DIP Budget, shall be subject to the written approval of the Required OpCo DIP Lenders. For the avoidance of doubt, any reference to "written consent" or "written approval" hereunder shall include consent or approval granted by e-mail (including as communicated by counsel to the OpCo DIP Lenders in writing). Commencing at 11:59 P.M. (Eastern Time) on the Wednesday of the calendar week that is four weeks following the week in which the Petition Date occurs, and continuing at 11:59 P.M. (Eastern Time) on the Wednesday of every fourth week thereafter (or, in each case, if any Wednesday is not a Business Day, the next Business Day thereafter), or at any other interim time as reasonably requested by the OpCo Borrower, the weekly budget shall be updated, and if such updated budget is in form and substance satisfactory to the Required OpCo DIP Lenders in their sole discretion, it shall become the "Approved OpCo DIP Budget" for purposes of this OpCo DIP Term

	Sheet and the OpCo DIP Orders. Any amendments, supplements or modifications to the Approved OpCo DIP Budget or a Weekly Variance Report shall be subject to the prior written approval of the Required OpCo DIP Lenders prior to the implementation thereof. Until any such updated budget, amendment, supplement or modification has been approved by the Required OpCo DIP Lenders, the OpCo Debtors shall be subject to and be governed by the terms of the Approved OpCo DIP Budget then in effect.
FIRST PRIORITY SECURITY INTEREST:	All OpCo DIP Loans and other liabilities and obligations owed to the OpCo DIP Lenders and the OpCo DIP Agent under or in connection with this OpCo DIP Term Sheet, the OpCo DIP Facility Documents (if applicable) and/or the OpCo DIP Orders (collectively, the "**OpCo DIP Obligations**"), in all cases subject to (a) the "Carve Out" as defined in the OpCo Interim DIP Order (the "**Carve Out**") and (b) the Prepetition OpCo Permitted Liens (as defined below), shall be pursuant to: (i) section 364(c)(1) of the Bankruptcy Code, entitled to superpriority administrative expense claim status in the OpCo Chapter 11 Cases with priority over any and all administrative expenses, whether heretofore or hereafter incurred, of the kind specified in sections 503(b) or 507(a) of the Bankruptcy Code; (ii) section 364(c)(2) of the Bankruptcy Code, secured by a fully perfected first-priority lien on the OpCo DIP Collateral (as defined below), to the extent that such OpCo DIP Collateral is not subject to the Prepetition OpCo Permitted Liens; (iii) section 364(c)(3) of the Bankruptcy Code, secured by a fully perfected junior lien on OpCo DIP Collateral, to the extent such OpCo DIP Collateral is subject to a Prepetition OpCo Permitted Lien; and (iv) section 364(d)(1) of the Bankruptcy Code, secured by a fully perfected first-priority priming lien on OpCo DIP Collateral (including the Prepetition OpCo First Liens (as defined below)); *provided* that such lien shall be subordinate to the Prepetition OpCo Permitted Liens (collectively, the liens described in clauses (ii), (iii) and (iv), the "**OpCo DIP Liens**"). The OpCo DIP Liens shall not be made *pari passu* with, or subordinated to, any other liens or security interests (whether currently existing or hereafter created), subject in each case only to the Carve Out and Prepetition OpCo Permitted Liens. As used herein, "**Prepetition OpCo Permitted Liens**" shall mean certain liens senior by operation of law and otherwise permitted by the Prepetition OpCo First Lien Credit Agreement (solely to the

	extent any such permitted liens were valid, properly perfected, non-avoidable and senior in priority to the Prepetition OpCo First Liens (as defined below) as of the Petition Date, or valid, non-avoidable, senior priority liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code).
PREPETITION OPCO FIRST LIEN FACILITY:	The OpCo Debtors have outstanding (i) term loans in an aggregate estimated principal amount outstanding of approximately $554,000,000 plus applicable interest, premiums (if any), costs, fees, expenses and other obligations and (ii) revolving loans in an aggregate estimated principal amount outstanding of approximately $56,000,000 plus applicable interest, premiums (if any), costs, fees, expenses and other obligations (collectively, the "**Prepetition OpCo First Lien Claims**" and, the loans in respect thereof, the "**Prepetition OpCo First Lien Loans**"), in each case, under that certain Credit Agreement, dated as of July 30, 2021 (as amended by the Incremental Facility Amendment No. 1, dated as of October 12, 2021, the Incremental Facility Amendment No. 2, dated as of October 27, 2021, the Amendment No. 3 to Credit Agreement, dated as of March 31, 2023 (the "**Third Amendment**"), the Amendment No. 4 to Credit Agreement, dated as of April 6, 2023, the Amendment No. 5 to Credit Agreement, dated as of April 29, 2023, the Amendment No. 6 to Credit Agreement, dated as of May 5, 2023, the Amendment No. 7 to Credit Agreement, dated as of May 15, 2023, the Amendment No. 8 to Credit Agreement, dated as of May 17, 2023 (the "**Eighth Amendment**"), the Amendment No. 9 to Credit Agreement, dated as of May 22, 2023, the Amendment No. 10 to Credit Agreement, dated as of May 24, 2023, the Amendment No. 11 to Credit Agreement, dated as of May 30, 2023, the Amendment No. 12 to Credit Agreement, dated as of June 6, 2023, and as further amended, restated, supplemented or otherwise modified from time to time prior to the Petition Date, the "**Prepetition OpCo First Lien Credit Agreement**"), and together with all related security agreements, collateral agreements, pledge agreements, control agreements, guarantees and other documents, by and among HoldCo, the OpCo Borrower, the administrative agent and collateral agent party thereto (in such capacities, the "**Prepetition OpCo First Lien Agent**") and the lenders party thereto (the "**Prepetition OpCo First Lien Lenders**" and, together with the Prepetition OpCo First Lien Agent, the "**Prepetition OpCo Secured Parties**"). The OpCo Debtors have granted to the Prepetition OpCo First Lien Agent, on behalf of the Prepetition OpCo Secured Parties, a continuing security interest in the Collateral (as defined in the Prepetition OpCo First Lien Credit Agreement) in connection with the Prepetition OpCo First Lien Claims (the "**Prepetition OpCo First Liens**").

ADEQUATE PROTECTION FOR PREPETITION OPCO SECURED PARTIES:	As set forth on Annex B hereto.
OPCO DIP COLLATERAL:	"**OpCo DIP Collateral**" means, collectively, all assets of the OpCo Borrower and the OpCo Guarantor (and, in the case of each OpCo Debtor, its bankruptcy estate) of any nature whatsoever and wherever located, whether first arising prior to or following the Petition Date, now owned or hereafter acquired, including all accounts, chattel paper, commercial tort claims, deposit accounts, documents, equipment, general intangibles, goods (including fixtures), instruments, inventory, investment property, money, cash, cash equivalents, and all deposit accounts, securities accounts, commodities accounts and lockboxes together with all money, cash, securities and other investment property on deposit from time to time therein, letters of credit, letter-of-credit rights and other supporting obligations, real property, books and records, and to the extent not otherwise included, all substitutions, replacements, accessions, products and other proceeds and products (whether tangible or intangible and including, without limitation, insurance proceeds, licenses, royalties, income, payments, claims, damages and proceeds of suit) of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing, and subject to entry of the OpCo Final DIP Order, the proceeds of avoidance actions under chapter 5 of the Bankruptcy Code; *provided* that the OpCo DIP Collateral shall not include any "Excluded Property" described in clauses (iii) and (x) of the definition thereof in the Prepetition OpCo First Lien Credit Agreement. All of the OpCo DIP Liens described herein with respect to the OpCo DIP Collateral shall be effective and perfected by the OpCo Interim DIP Order and the OpCo Final DIP Order and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements. Notwithstanding the foregoing, the OpCo Debtors shall take all action that may be necessary or desirable, or that the Required OpCo DIP Lenders or the OpCo DIP Agent may reasonably request, to maintain the validity, perfection, enforceability and priority of the security interest and liens of the OpCo DIP Agent in the OpCo DIP Collateral, or to enable the OpCo DIP Agent to protect, exercise or enforce its rights hereunder, under the OpCo DIP Orders and in the OpCo DIP Collateral.
OPCO DIP PREMIUMS AND FEES:	The OpCo Debtors shall pay the following premiums and fees: (a) to the OpCo Backstop Lenders, on a pro rata basis in accordance with their initial OpCo DIP Commitments, 5.00% of the aggregate principal amount of such new money OpCo DIP Commitments (the "**OpCo DIP Backstop Premium**"), payable in cash on the initial OpCo DIP Commitments held by the OpCo Backstop Lenders, earned upon execution of the commitment letter to which this OpCo

	DIP Term Sheet is attached (the "**OpCo DIP Commitment Letter**") and payable solely upon the occurrence of the Interim Closing Date; (b) to the OpCo DIP Lenders, on a pro rata basis in accordance with their OpCo DIP Commitments and OpCo DIP Loans: (i) 4.00% of the aggregate principal amount of the OpCo DIP Commitments (the "**OpCo DIP Commitment Premium**"), payable in cash on the commitments in respect of the New Money OpCo DIP Loans, earned upon execution of the OpCo DIP Commitment Letter and payable solely upon the occurrence of the Interim Closing Date; (ii) 3.00% of the funded amount of the Initial New Money OpCo DIP Loans (the "**Initial OpCo Exit Premium**"), earned upon the Interim Closing Date, and 3.00% of the funded amount of the Final New Money OpCo DIP Loans (the "**Final OpCo Exit Premium**", and together with the Initial OpCo Exit Premium, collectively, the "**OpCo Exit Premium**"), earned on the OpCo Final DIP Order Entry Date, and in each case payable in cash on the Maturity Date (or, if earlier, any mandatory prepayment of the applicable New Money OpCo DIP Loans, whether as a result of acceleration or otherwise); and (iii) In the event that all or any portion of the Initial New Money OpCo DIP Loans or the Final New Money OpCo DIP Loans are repaid or prepaid as a result of a mandatory prepayment solely as a result of an asset sale of all or substantially all of the assets of the OpCo Debtors (other than in connection with any Credit Bid (as defined below) of the Prepetition OpCo First Lien Claims for a non-ordinary course sale of the OpCo Debtors' assets pursuant to section 363 of the Bankruptcy Code that results in the OpCo DIP Lenders owning a majority of the equity interests of the OpCo Debtors), a premium in an aggregate amount equal to 10.00% of the aggregate principal amount of such New Money OpCo DIP Loans so prepaid or repaid (the foregoing premium, the "**OpCo Redemption Premium**"); (c) to the OpCo DIP Agent, an agency fee as set forth in a letter agreement between the OpCo DIP Agent and the OpCo Borrower (the "**OpCo Agency Fee**" and, together with the OpCo DIP Backstop Premium, the OpCo DIP Commitment Premium, the OpCo Exit Premium and the OpCo Redemption Premium, if applicable, the "**OpCo DIP Premiums and Fees**"), payable in accordance with the terms of such letter agreement; and (d) to the Fronting Lender, any fronting or seasoning fees (together with any reimbursement of costs and expenses described therein) in connection with the fronting of the New Money OpCo DIP Loans as

	set forth in a letter agreement between the OpCo Debtors and the Fronting Lender (the "**Fronting Fee Letter**").[1] Any and all premiums and fees described above may be net-funded from the proceeds of any OpCo DIP Loans borrowed concurrently with the payment thereof.
INTEREST RATE:	Interest will be payable on the unpaid principal amount of all OpCo DIP Loans at a rate per annum equal to the Adjusted Term SOFR Rate (to be defined in a customary manner) for the one-month interest period then in effect plus 10.00%. For the avoidance of doubt, the initial one-month interest period for any OpCo DIP Loan shall commence on the date of funding thereof, and each new one-month interest period shall commence at the end of the immediately preceding interest period. Interest with respect to any OpCo DIP Loan shall be (i) paid in cash on the last day of each interest period applicable to such OpCo DIP Loan and (ii) paid in cash on the Maturity Date (as defined below). All interest and fees under this OpCo DIP Term Sheet shall be calculated on the basis of a 360-day year for the actual number of days elapsed. All accrued interest which for any reason has not theretofore been paid shall be paid in full on the date on which the final principal amount of the OpCo DIP Loans is repaid unless otherwise provided in a chapter 11 plan that is acceptable to the Required OpCo DIP Lenders.
DEFAULT RATE:	Following the occurrence and during the continuance of an Event of Default (after giving effect to any applicable grace periods), at the election of the Required OpCo DIP Lenders, principal, interest and all other amounts due in respect of the OpCo DIP Obligations shall bear interest at a rate equal to 2.00% per annum in excess of the interest rate set forth under "Interest Rate" above.
RESTRUCTURING TRANSACTIONS:	The OpCo Debtors shall implement the Restructuring through the OpCo Chapter 11 Cases as described in the Restructuring Support Agreement pursuant to the OpCo Plan (as defined in the Restructuring Support Agreement). Except as otherwise agreed to by the Required OpCo DIP Lenders, all OpCo DIP Obligations shall be repaid in full in cash on or prior to the occurrence of the OpCo Plan Effective Date (as defined in the Restructuring Support Agreement). On the OpCo Plan Effective Date, all fees and expenses payable under the OpCo DIP Facility (to the extent not previously paid

[1] To the extent any fronting or seasoning fees exceed an amount agreed on the effective date of the OpCo DIP Commitment Letter, such excess amount shall not be included in the calculation of Permitted Variances.

	pursuant to the OpCo DIP Orders) (including the OpCo Exit Premium) shall be paid in full in cash.
MATURITY DATE:	The OpCo DIP Loans (together with all other OpCo DIP Obligations) shall mature and be due and payable on the earliest to occur of the following (such date, the "**Maturity Date**"): (i) 120 calendar days after the Petition Date (the "**Initial Maturity Date**"); *provided* that the Initial Maturity Date may be extended with the prior written consent of the Required OpCo DIP Lenders in their sole discretion for up to one (1) additional 30-day period; (ii) the date of substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the "effective date" thereof) of a plan of reorganization filed in the OpCo Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court; (iii) the date the Bankruptcy Court orders the conversion of the bankruptcy case of any of the OpCo Debtors to a liquidation pursuant to chapter 7 of the Bankruptcy Code; and (iv) the date of acceleration of all or any portion of the OpCo DIP Loans and the termination of the OpCo DIP Commitments upon the occurrence of an Event of Default (as defined below).
OPTIONAL PREPAYMENTS:	Optional prepayments of the OpCo DIP Loans will not be permitted.
MANDATORY PREPAYMENTS; APPLICATION OF PREPAYMENTS:	The OpCo Debtors shall immediately pay or prepay the OpCo DIP Loans and all other OpCo DIP Obligations (including the OpCo Exit Premium and, if applicable, the OpCo Redemption Premium) (together with a cash reserve established by the OpCo DIP Agent (at the direction of the Required OpCo DIP Lenders) to cover asserted contingent and indemnity obligations) until such obligations are paid in full as follows: (i) 100% of the net cash proceeds of any OpCo DIP Collateral in any sale or disposition of all or substantially all of the OpCo Debtors' assets pursuant to section 363 of the Bankruptcy Code simultaneously with the consummation thereof, after funding the Carve Out; (ii) 100% of the net cash proceeds of any other sale or other disposition by the OpCo Borrower or the OpCo Guarantor of any OpCo DIP Collateral (except for asset sales in the ordinary course of business), but excluding net cash proceeds from the sale of any OpCo DIP Collateral that are reinvested by any OpCo Debtor in assets used or useful in the business of the

	OpCo Debtors on or prior to the date that is 20 days after the receipt of such net cash proceeds; (iii) 100% of the net cash proceeds of certain extraordinary receipts by the OpCo Borrower or the OpCo Guarantor that constitute OpCo DIP Collateral (including tax refunds, indemnity payments and insurance proceeds not included as proceeds of asset dispositions and any proceeds received in satisfaction of the OpCo Holdings DIP Tranche, but excluding (x) receipts contemplated to be received by any of the OpCo Debtors as set forth in the Approved OpCo DIP Budget and (y) insurance proceeds that are reinvested by any OpCo Debtor in assets used or useful in the business of the OpCo Debtors on or prior to the date that is 20 days after the receipt of such net cash proceeds); and (iv) 100% of the net cash proceeds received from the incurrence or issuance of indebtedness by the OpCo Borrower or the OpCo Guarantor not expressly permitted to be incurred or issued pursuant to clause (iii) of the section entitled "Negative Covenants" below. Any amounts so paid or prepaid may not be reborrowed. No reinvestment of the proceeds of any extraordinary receipts, asset sales or other proceeds described above shall be permitted without the prior written consent of the Required OpCo DIP Lenders. Mandatory payments or prepayments and proceeds of OpCo DIP Collateral received by the OpCo Borrower or the OpCo Guarantor will be applied in the following order of priority (subject to other intercreditor arrangements to be agreed), after giving effect to the Carve Out and any other payments required pursuant to the OpCo DIP Orders: (i) first, to pay all documented out-of-pocket expenses of the OpCo DIP Lenders and the OpCo DIP Agent (including, without limitation, fees and expenses of counsel and external advisors allocated to the OpCo Chapter 11 Cases); (ii) second, to pay the OpCo Exit Premium to the OpCo DIP Lenders in connection with the funded portion of the OpCo DIP Loans; (iii) third, to pay the OpCo Redemption Premium, if applicable, and an amount equal to all accrued and unpaid interest owing to the OpCo DIP Lenders holding Initial New Money OpCo DIP Loans and Final New Money OpCo DIP Loans;

	(iv) fourth, to repay any principal amounts outstanding in respect of the Initial New Money OpCo DIP Loans and the Final New Money OpCo DIP Loans; (v) fifth, to pay an amount equal to all accrued and unpaid interest owing to the OpCo DIP Lenders holding Rolled Term Loans; (vi) sixth, to repay any principal amounts outstanding in respect of the Rolled Term Loans; (vii) seventh, to pay all other amounts owing to the OpCo DIP Lenders and the OpCo DIP Agent; and (viii) last, the balance, if any, after all of the OpCo DIP Obligations have been paid in full, to the Prepetition OpCo First Lien Agent for the benefit of the respective Prepetition OpCo Secured Parties. For the avoidance of doubt, payments that are required to be made to the OpCo DIP Lenders as specified above shall be apportioned to each OpCo DIP Lender ratably based upon such OpCo DIP Lender's ratable share of the sum of the applicable OpCo DIP Loans outstanding at such time. Section 2.05(b)(iv) of the Prepetition OpCo First Lien Credit Agreement in respect of *pro rata* application of payments is hereby incorporated by reference herein *mutatis mutandis*.
CONDITIONS PRECEDENT TO THE INITIAL OPCO DIP LOANS ON THE INTERIM CLOSING DATE:	The obligations of the OpCo DIP Lenders to make any Initial OpCo DIP Loan on the Interim Closing Date will be subject to satisfaction, or written waiver, by the Required OpCo Backstop Lenders, of each of the following conditions precedent in connection with the related draw request: (i) OpCo Debtors shall have timely delivered to the OpCo DIP Agent the Approved OpCo DIP Budget or any update thereto then required to be delivered in accordance with this OpCo DIP Term Sheet; (ii) the OpCo Debtors shall have delivered to the OpCo DIP Agent (x) a Notice of Borrowing in connection with such draw request no later than 11:00 am New York City time on the date of entry of the OpCo Interim DIP Order (or such later time as the Required OpCo Backstop Lenders may agree to) and (y) a certification that the OpCo Interim DIP Order has been entered by the Bankruptcy Court (which may be satisfied by providing the OpCo DIP Agent with a copy of the signed OpCo Interim DIP Order); (iii) the OpCo Borrower shall have delivered to the OpCo DIP Agent a closing certificate duly executed by the chief executive

	officer, president or chief financial officer (or other responsible officer with equivalent duties) of the OpCo Borrower, appropriately completed, by which such officer shall certify to the OpCo DIP Agent and the OpCo DIP Lenders that the conditions precedent to the Initial OpCo DIP Loan set forth in clauses (viii) and (ix) hereof to be made on the Interim Closing Date have been satisfied; (iv) the interim order (in form and substance acceptable to the Required OpCo Backstop Lenders) approving the OpCo DIP Facility and the OpCo DIP Commitment Letter and Term Sheet (the "**OpCo Interim DIP Order**") shall have been entered by the Bankruptcy Court (after a hearing on notice to all parties having or asserting a lien on all or any portion of the OpCo DIP Collateral) and shall not have been reversed, modified, amended, stayed or vacated, or in the case of any modification or amendment, in any manner without the consent of the Required OpCo Backstop Lenders, and the OpCo Debtors shall be in compliance in all respects with the OpCo Interim DIP Order; (v) all of the "first day" motions, orders and related pleadings shall have been delivered in advance to counsel to the OpCo DIP Agent and counsel to the OpCo Backstop Lenders and the relief granted thereunder shall be acceptable to the Required OpCo Backstop Lenders; (vi) the Required OpCo Backstop Lenders shall be reasonably satisfied that the liens and security interests of the OpCo DIP Agent in the OpCo DIP Collateral have been perfected by the OpCo Interim DIP Order and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements and shall constitute first-priority liens (subject only to the Carve Out and the Prepetition OpCo Permitted Liens); (vii) the OpCo Debtors shall have insurance (including, without limitation, commercial general liability and property insurance) with respect to the OpCo DIP Collateral (which shall be deemed satisfied if such insurance as required by the Prepetition OpCo First Lien Credit Agreement remains in place); (viii) no default or Event of Default under the OpCo DIP Commitment Letter and Term Sheet or a DIP Termination Event under the OpCo Interim DIP Order shall have occurred and be continuing on the Interim Closing Date or shall exist after giving effect to the Initial OpCo DIP Loan to be made on the Interim Closing Date; (ix) all representations and warranties of the OpCo Debtors hereunder (or under the OpCo DIP Facility Documents, as the

	case may be) shall be true and correct in all material respects on the Interim Closing Date (except those qualified by materiality or Material Adverse Change (as defined below), which shall be true and correct in all respects) and except to the extent that such representations and warranties expressly relate to any earlier date, in which case such representations and warranties shall have been true and correct in all material respects, as applicable, as of such earlier date; (x) the OpCo Borrower has implemented and the OpCo Borrower and HoldCo will maintain policies and procedures designed to ensure compliance by the OpCo Borrower and HoldCo, and their respective directors, managers, officers, employees, and agents with Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions (each as defined in a manner consistent with the Prepetition OpCo First Lien Credit Agreement); (xi) subject to Bankruptcy Court approval, (a) each OpCo Debtor shall have the corporate power and authority to make, deliver and perform its obligations under this OpCo DIP Term Sheet and the OpCo Interim DIP Order, and (b) no consent or authorization of, or filing with, any person (including, without limitation, any governmental authority) shall be required in connection with the execution, delivery or performance by each OpCo Debtor, or for the validity or enforceability in accordance with its terms against such OpCo Debtor, of this OpCo DIP Term Sheet and the OpCo Interim DIP Order except for consents, authorizations and filings which shall have been obtained or made and are in full force and effect and except for such consents, authorizations and filings, the failure to obtain or perform could not reasonably be expected to cause a Material Adverse Change (as defined below); (xii) receipt by the OpCo DIP Agent for distribution to each OpCo DIP Lender, of a certificate, in form and substance reasonably satisfactory to the Required OpCo Backstop Lenders, executed by the secretary, chief executive officer, president, chief financial officer, treasurer or controller (or other responsible officer with equivalent duties) of each OpCo Debtor on behalf of each such OpCo Debtor, certifying that attached to such certificate are true, correct and complete copies of (a) (1) the certificate of incorporation, certificate of limited partnership or articles of organization, as applicable, of such OpCo Debtor, certified as of a recent date by the applicable secretary of state and (2) the by-laws, partnership agreement or operating or limited liability company agreement, as applicable, of such OpCo Debtor, in each case, then in full force and effect, (b) the resolutions then in full force and effect adopted by the board of directors (or comparable governing body) of such OpCo Debtor authorizing and ratifying the execution, delivery and performance by such OpCo Debtor of this OpCo DIP Term

	Sheet and the transactions contemplated hereby, (c) a certificate of good standing, dated as of a recent date, from the secretary of state of the state under whose laws such OpCo Debtor was incorporated or formed and (d) an incumbency certificate evidencing the identity, authority and capacity of the chief executive officer, president, chief financial officer, treasurer or controller (or other responsible officer with equivalent duties) thereof authorized to execute the OpCo DIP Commitment Letter and any other related document to which such OpCo Debtor is a party or is to be a party and specimen signatures thereof; (xiii) to the extent invoiced at least two (2) Business Days prior to the Interim Closing Date, substantially concurrently with the Interim Closing Date, all fees and reasonable and documented out-of-pocket expenses (whether incurred prepetition or post-petition) of the Prepetition OpCo First Lien Agent, the Prepetition OpCo First Lien Lenders, the OpCo DIP Agent and each OpCo DIP Lender relating to the OpCo Debtors, the OpCo Chapter 11 Cases, the Restructuring Support Agreement, the OpCo DIP Facility and the Prepetition OpCo First Lien Credit Agreement (including, without limitation, reasonable fees and expenses of their counsel and external advisors allocated to the OpCo Chapter 11 Cases, including, without limitation, Akin Gump Strauss Hauer & Feld, LLP, Greenhill & Co., LLC, OnMessage Public Strategy (OMPS), Robbins Alloy Belinfante Littlefield LLC, Cole Schotz PC, Prairie Peak LLC, ArentFox Schiff LLP, Potter Anderson & Corroon LLP, Latham & Watkins LLP, Crowell & Moring LLP and McGuireWoods, LLP (in the case of McGuireWoods LLP and Crowell & Moring LLP, subject to the limitations set forth in the "Other Bankruptcy Matters" Section below)) shall have been paid in full (or will be paid in connection with such Initial OpCo DIP Loan draw) in accordance with the terms of the OpCo Interim DIP Order. Modifications of the OpCo Interim DIP Order, other than as directed by the Bankruptcy Court, shall require the prior written consent (email being sufficient) of the Required OpCo DIP Lenders; (xiv) the Restructuring Support Agreement shall be in full force and effect and the OpCo Debtors are in compliance in all respects with the section below entitled "Milestones"; (xv) the OpCo DIP Agent shall have received, at least three (3) Business Days prior to the Interim Closing Date (or such shorter period as the OpCo DIP Agent may agree) all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, without limitation, the USA Patriot Act (Title III of Pub. L. 107 56 signed into law October 26, 2001), as subsequently amended

	and reauthorized), in each case, requested at least seven (7) Business Days prior to the Interim Closing Date; and (xvi) to the extent requested at least seven (7) Business Days prior to the Interim Closing Date, the OpCo DIP Agent and each requesting OpCo DIP Lender shall have received, at least three (3) Business Days prior to the Interim Closing Date (or such shorter period as the OpCo DIP Agent may agree) in connection with the requirements of 31 C.F.R. § 1010.230, a customary certification regarding beneficial ownership or control of the OpCo Borrower in a form reasonably satisfactory to the OpCo DIP Agent and each requesting OpCo DIP Lender; and (xvii) the execution and delivery of (a) the Fronting Fee Letter, (b) the Fronting Letter and (c) the Master Consent, in each case to each of the parties signatory thereto. For the purposes of this OpCo DIP Term Sheet, "**Material Adverse Change**" shall mean: since the Petition Date, a material adverse change in (i) the business, operations, properties, liabilities or financial condition of the OpCo Debtors, taken as a whole, other than any material adverse changes leading up to, or customarily resulting from, the filing of the OpCo Chapter 11 Cases, (ii) the ability of any OpCo Debtor to perform its obligations under this OpCo DIP Term Sheet or any other OpCo DIP Facility Document to which it is a party, (iii) the validity or enforceability against any OpCo Debtor of this OpCo DIP Term Sheet or any other OpCo DIP Facility Document to which it is a party or (iv) the rights and remedies of the OpCo DIP Agent or any OpCo DIP Lender hereunder or thereunder.
CONDITIONS PRECEDENT TO THE FINAL OPCO DIP LOANS ON THE OPCO FINAL DIP ORDER ENTRY DATE:	The obligations of the OpCo DIP Lenders to make the Final OpCo DIP Loans on the OpCo Final DIP Order Entry Date shall be subject to satisfaction, or written waiver, by the Required OpCo DIP Lenders, of each of the conditions precedent described above in the section titled "Conditions Precedent to the Initial OpCo DIP Loans on the Interim Closing Date" and each of the following conditions precedent in connection with the related draw request: (i) OpCo Debtors shall have timely delivered to the OpCo DIP Agent the Approved OpCo DIP Budget or any update thereto required to be delivered in accordance with this OpCo DIP Term Sheet; (ii) the OpCo Debtors shall have delivered to the OpCo DIP Agent a Notice of Borrowing in connection with such draw request no later than 11:00 am New York City time three (3) Business Days prior to the requested funding date for such Final OpCo DIP Loans (or such later time as the Required OpCo Backstop Lenders may agree to);

	(iii) the OpCo Borrower shall have delivered to the OpCo DIP Agent a closing certificate, duly executed by the chief executive officer, president or chief financial officer (or other responsible officer with equivalent duties) of the OpCo Borrower, appropriately completed, by which such officer shall certify to the OpCo DIP Agent and the OpCo DIP Lenders that the conditions precedent to the Final OpCo DIP Loans set forth in clauses (vi) and (vii) hereof to be made on the OpCo Final DIP Order Entry Date have been satisfied; (iv) the OpCo Final DIP Order (in form and substance acceptable to the Required OpCo DIP Lenders) shall have been entered by the Bankruptcy Court (after notice to all parties having or asserting a lien on all or any portion of the OpCo DIP Collateral) and shall not have been reversed, modified, amended, stayed or vacated, or in the case of any modification or amendment, in any manner without the consent of the Required OpCo DIP Lenders, and the OpCo Debtors shall be in compliance in all respects with the OpCo Final DIP Order; (v) the Required OpCo DIP Lenders shall be reasonably satisfied that the liens and security interests of the OpCo DIP Agent in the OpCo DIP Collateral have been perfected by the OpCo Final DIP Order and without the necessity of the execution of mortgages, security agreements, pledge agreements, financing statements or other agreements and shall constitute first-priority liens (subject only to Prepetition OpCo Permitted Liens); (vi) no default or Event of Default under the OpCo DIP Facility or a DIP Termination Event under the OpCo Final DIP Order shall have occurred and be continuing on the OpCo Final DIP Order Entry Date or shall exist after giving effect to the Final OpCo DIP Loans to be made on the OpCo Final DIP Order Entry Date; (vii) all representations and warranties of the OpCo Debtors hereunder (or under the OpCo DIP Facility Documents, as the case may be) shall be true and correct in all material respects as of the OpCo Final DIP Order Entry Date or such later date of borrowing of Final OpCo DIP Loans, as applicable (except those qualified by materiality or Material Adverse Change (as defined above), which shall be true and correct in all respects, and except to the extent that such representations and warranties expressly relate to any earlier date, in which case such representations and warranties shall have been true and correct in all material respects, as applicable, as of such earlier date); (viii) the OpCo Borrower has implemented and the OpCo Borrower and HoldCo will maintain in effect policies and procedures

	designed to ensure compliance by the OpCo Borrower, HoldCo, and their respective directors, managers, officers, employees, and agents with Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions (each as defined in a manner consistent with the Prepetition OpCo First Lien Credit Agreement); (ix) subject to Bankruptcy Court approval, (a) each OpCo Debtor shall have the corporate power and authority to make, deliver and perform its obligations under this OpCo DIP Term Sheet and the OpCo Final DIP Order, and (b) no consent or authorization of, or filing with, any person (including, without limitation, any governmental authority) shall be required in connection with the execution, delivery or performance by each OpCo Debtor, or for the validity or enforceability in accordance with its terms against such OpCo Debtor, of this OpCo DIP Term Sheet and the OpCo Final DIP Order except for consents, authorizations and filings which shall have been obtained or made and are in full force and effect and except for such consents, authorizations and filings, the failure to obtain or perform, could not reasonably be expected to cause a Material Adverse Change (as defined above); (x) to the extent invoiced at least two (2) Business Days prior to the OpCo Final DIP Order Entry Date, substantially concurrently with the OpCo Final DIP Order Entry Date, and prior to or substantially concurrently with the making of any subsequent Final OpCo DIP Loans after the OpCo Final DIP Order Entry Date, all fees and reasonable and documented out-of-pocket expenses (whether incurred prepetition or post-petition) of the Prepetition OpCo First Lien Agent, the Prepetition OpCo First Lien Lenders, the OpCo DIP Agent and each OpCo DIP Lender relating to the OpCo Debtors, the OpCo Chapter 11 Cases, the Restructuring Support Agreement, the OpCo DIP Facility and the Prepetition OpCo First Lien Credit Agreement (including, without limitation, reasonable fees and expenses of their counsel and external advisors allocated to the OpCo Chapter 11 Cases, including, without limitation, Akin Gump Strauss Hauer & Feld, LLP, Greenhill & Co., LLC, OnMessage Public Strategy (OMPS), Robbins Alloy Belinfante Littlefield LLC, Cole Schotz PC, Prairie Peak LLC, ArentFox Schiff LLP, Potter Anderson & Corroon LLP, Latham & Watkins LLP, Crowell & Moring LLP and McGuireWoods LLP (in the case of McGuireWoods LLP and Crowell & Moring LLP, subject to the limitations set forth in the "Other Bankruptcy Matters" Section below))) shall have been paid in full (or will be paid in connection with such Final OpCo DIP Loans draw) in accordance with the terms of the OpCo Final DIP Order;

	(xi) [reserved]; (xii) to the extent requested pursuant to the terms of this OpCo DIP Term Sheet and to the extent not executed in connection with the Interim Closing Date, receipt by the OpCo DIP Agent and the OpCo DIP Lenders of duly executed and delivered copies of the OpCo DIP Facility Documents (if applicable) (including, without limitation a debtor in possession credit agreement), in each case on the terms set forth in this OpCo DIP Term Sheet or otherwise on terms reasonably acceptable to the Required OpCo DIP Lenders; and (xiii) the Restructuring Support Agreement is in full force and effect and the OpCo Debtors are in compliance in all respects with the section below entitled "Milestones". Modifications of the OpCo Final DIP Order, other than as directed by the Bankruptcy Court, shall require the prior written consent of the Required OpCo DIP Lenders and the OpCo Debtors (e-mail being sufficient (including as communicated by counsel in writing)).
REPRESENTATIONS AND WARRANTIES:	Usual and customary representations and warranties for debtor in possession credit facilities of this type, including representations and warranties that are consistent with the representations and warranties set forth in the Prepetition OpCo First Lien Credit Agreement (it being understood that references to "Material Adverse Effect" therein shall be deemed to refer to "Material Adverse Change" as defined herein), which shall be deemed made by the OpCo Debtors for the benefit of the OpCo DIP Agent, the Fronting Lender and the OpCo DIP Lenders in respect of the OpCo DIP Facility and OpCo DIP Obligations, *mutatis mutandis*, as if fully set forth herein.
FINANCIAL COVENANTS:	Financial covenants shall be limited to: (i) Minimum liquidity of the greater of (x) $1,000,000 and (y) the ending cash balance for the applicable period under the initial Approved OpCo DIP Budget delivered after the Interim Closing Date *minus* $2,500,000, tested as of the end of each calendar week based on the information reported in the variance report delivered on the Wednesday of the following calendar week (or, if any Wednesday is not a Business Day, the next Business Day thereafter); and (ii) variances against the then-in-effect Approved OpCo DIP Budget, tested in accordance with the section above entitled "Approved OpCo DIP Budget; Approved Cash Flow Projection; Variance Reports". With respect to fees allocable to the OpCo Debtors' estates, the OpCo Debtors shall provide to the OpCo DIP Lenders and the Consenting Lenders by close of business on Wednesday of each

	week: (i) a weekly budget for the following calendar week, which budget shall be acceptable to the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders (as defined in the Restructuring Support Agreement)), and (ii) the total actual fees incurred for the prior calendar week.
AFFIRMATIVE COVENANTS:	Usual and customary affirmative covenants for debtor in possession credit facilities of this type, including, but not limited to the existing financial reporting and operational reporting covenants set forth in the Prepetition OpCo First Lien Credit Agreement (including, without limitation, those set forth below) and the following covenants of each OpCo Debtor, so long as any obligations remain outstanding under the OpCo DIP Facility or the OpCo DIP Orders: (i) timely deliver, or cause to be timely delivered, to the OpCo DIP Agent, for distribution to each OpCo DIP Lender, the Approved OpCo DIP Budget and the Weekly Variance Reports, all in accordance with the provisions set forth in the section above entitled "Approved OpCo DIP Budget; Approved Cash Flow Projection; Variance Reports" and otherwise in the OpCo DIP Orders; (ii) maintain proper books of record and account, in which entries that are full, true and correct in all material respects and are in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of such person; (iii) cooperate, consult with, and provide to the OpCo DIP Agent, for distribution to each OpCo DIP Lender, all such information as required under this OpCo DIP Term Sheet or the OpCo DIP Orders or as reasonably requested by the OpCo DIP Agent or such OpCo DIP Lender, and permit representatives and independent contractors on behalf of the Required OpCo DIP Lenders, collectively, to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (so long as the OpCo Debtors have the reasonable opportunity to participate in such meeting), all at the expense of the OpCo Borrower (*provided* that the OpCo Borrower shall only be obligated to reimburse such expenses for one visit during the period of time during which the OpCo Chapter 11 Cases are pending); and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the OpCo Borrower; *provided* that any and all information for which confidentiality is owed to third parties pursuant to written agreements entered into not in contemplation of this exception, information subject to attorney-client or similar privilege, or information where such disclosure would not be permitted by

	any applicable requirements of law shall be excluded from this "Affirmative Covenants" subparagraph (iii); (iv) comply with the Approved OpCo DIP Budget (after giving effect to the Permitted Variances) and with provisions of this OpCo DIP Term Sheet and the OpCo Interim DIP Order and/or the OpCo Final DIP Order (as applicable); (v) comply in all material respects with the Restructuring Support Agreement, including the "Milestones" set forth in the Restructuring Support Agreement (as then in effect after giving effect to any waivers or amendments thereto made in accordance with the requirements of the Restructuring Support Agreement); (vi) take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable law, and to execute and deliver such documents and other papers, as may be required or requested by the OpCo DIP Agent or the Required OpCo DIP Lenders to carry out the provisions of this OpCo DIP Term Sheet, the OpCo DIP Facility Documents (if applicable) and the OpCo DIP Orders; (vii) except to the extent contemplated by the Approved OpCo DIP Budget or otherwise consented to by the Required OpCo DIP Lenders in writing, continue, and cause to be continued, the business of the OpCo Debtors, maintain, and cause to be maintained, the OpCo Debtors' existence and material relationships, rights, licenses and privileges, and comply with all material contractual obligations of the OpCo Debtors; (viii) take, or cause to be taken, all appropriate action to remain the sole owner of the OpCo DIP Collateral, free of liens other than the Prepetition OpCo Permitted Liens, liens permitted to be incurred or exist pursuant to clause (i) of the "Negative Covenants" section hereof, liens granted or incurred after the Petition Date in the ordinary course of business or other liens granted or imposed pursuant to an order of the Bankruptcy Court that is in form and substance acceptable to the Required OpCo DIP Lenders (collectively, "**Permitted OpCo Liens**"); (ix) take, or cause to be taken, all appropriate action to comply with all laws applicable to the OpCo Debtors or the OpCo DIP Collateral (including, without limitation, all Gaming Laws (as defined in the Prepetition OpCo First Lien Credit Agreement)) and all orders, writs, injunctions, decrees and judgments applicable to any OpCo Debtor or its business or property, unless failure to comply could not reasonably be expected to result in a material and adverse effect on the business of the OpCo Debtors;

	(x) subject to the Approved OpCo DIP Budget, pay when due all taxes prior to the date on which penalties attach, except where such tax is being contested in good faith and adequate reserves have been established in accordance with GAAP or to the extent payment and/or enforcement thereof is stayed as a result of the OpCo Chapter 11 Cases; (xi) provide drafts of all material pleadings, motions, applications, judicial information, financial information and other documents intended to be filed by or on behalf of any OpCo Debtor with the Bankruptcy Court in the OpCo Chapter 11 Cases to counsel to the OpCo DIP Agent and the OpCo DIP Lenders at least three (3) Business Days in advance of such filing or as promptly as practicable; (xii) maintain its cash management system in a manner reasonably acceptable to the Required OpCo DIP Lenders (which shall be deemed satisfied if the cash management system is substantially the same as the cash management system in existence on the Petition Date, with such modifications as set forth under the cash management order approved by the Bankruptcy Court, as entered); (xiii) cause the OpCo Debtors' senior management and legal and financial advisors to be available to conduct a telephonic conference at least once every calendar week at reasonable times during normal business hours and upon reasonable prior notice, if requested by the Required OpCo DIP Lenders, to discuss the Approved OpCo DIP Budget, the Weekly Variance Report, the OpCo Chapter 11 Cases, and the financial condition, performance and business affairs of the OpCo Debtors; (xiv) obtain a private rating (but not any specific rating) from S&P or Moody's, in each case, in respect of OpCo DIP Loans no later than 60 days after the Petition Date;[2] (xv) within two (2) Business Days of a Responsible Officer (as defined in the Prepetition OpCo First Lien Credit Agreement) of the OpCo Borrower having knowledge of (i) the failure of a COAM (as defined in the Prepetition OpCo First Lien Credit Agreement) contract to renew or (ii) receipt of any notice to take machines offline being delivered, the OpCo Borrower will provide prompt written notice of same and a copy of any related documentation to the Lender Advisors (as defined in the Eighth Amendment); (xvi) (A) within one (1) Business Day after receipt thereof, the OpCo Borrower will provide to the Lender Advisors (as defined

[2] To the extent any expenses in connection with obtaining rating exceed $675,000 in the aggregate, such excess amount shall not be included in the calculation of Permitted Variances.

	in the Eighth Amendment) a copy of any non-binding letters of intent in connection with any financing or sale process of the OpCo Borrower and (B) promptly after receipt thereof at or prior to the applicable bid deadline, the OpCo Borrower will provide to the Lender Advisors a copy of any binding bids submitted in connection with any financing or sale process of the OpCo Borrower together with all related information necessary to determine whether such bids constitute qualified bids; (xvii) promptly upon receipt by any OpCo Debtor of any material adverse written communications from any governmental authority with respect to any OpCo Debtor (including, but not limited to (i) any written communication to such OpCo Debtor from any Gaming Authority (as defined in the Prepetition OpCo First Lien Credit Agreement) advising it of any material violation or material non-compliance with any Gaming Law, (ii) any written notice of the Georgia Lottery Corporation's intention to revoke or not renew any Master License (as defined in the Prepetition OpCo First Lien Credit Agreement) and (iii) any other material written communication with the Georgia Lottery Corporation or other governmental authority), the OpCo Borrower will provide a copy of same to the OpCo DIP Agent for further distribution to the OpCo DIP Lenders; (xviii) promptly after a Responsible Officer (as defined in the Prepetition OpCo First Lien Credit Agreement) obtains actual knowledge thereof, the OpCo Borrower will provide a copy to the OpCo DIP Agent, for further distribution to the OpCo DIP Lenders, of any notice received from any Gaming Authority regarding actions taken or to be taken or actions not taken, in any such case, by any Gaming Authority that could reasonably be expected to have an adverse effect upon the OpCo DIP Agent's or any OpCo DIP Lender's ability to enforce its rights and remedies under the OpCo DIP Commitment Letter and Term Sheet or the OpCo DIP Facility Documents (if applicable) relating to a review, investigation, hearing, meeting or other action relating to the Gaming Approval(s) or other OpCo DIP Collateral in which the OpCo DIP Agent and the OpCo DIP Lenders have an interest, or to the licensing status of any OpCo Debtor's officers or directors which may have an adverse effect upon the OpCo DIP Agent's or any OpCo DIP Lender's ability to enforce its rights and remedies under the OpCo DIP Facility Documents; (xix) promptly after a Responsible Officer obtains actual knowledge thereof, the OpCo Borrower will provide a copy to the OpCo DIP Agent, for further distribution to the OpCo DIP Lenders, of any regulatory notices or other correspondence of a non-routine nature received from any Gaming Authority concerning any investigation or possible investigation or other inquiry by such

	agency regarding financial or operational results of any OpCo Debtor, which reasonably could be expected to result in a fine, liability or other monetary penalty, or which reasonably could be expected to result in a material impairment on the ability of the OpCo Debtors to conduct their business; and (xx) within 30 days after the Petition Date (or such later date as agreed to the Required OpCo DIP Lenders (which may be confirmed via e-mail by counsel on behalf of the Required OpCo DIP Lenders)), the OpCo Borrower will deliver to the OpCo DIP Agent additional insured and lender loss payee endorsements, as applicable, with respect to the OpCo Debtors' commercial general liability and property insurance policies, in form and substance reasonably acceptable to the Required OpCo DIP Lenders, unless waived by the Required OpCo DIP Lenders.
NEGATIVE COVENANTS:	Usual and customary negative covenants for debtor in possession credit facilities of this type, including, but not limited to the negative covenants set forth in the Prepetition OpCo First Lien Credit Agreement and prohibitions on any OpCo Debtor to, without the express, prior written consent of the Required OpCo DIP Lenders, do, cause to be done, or agree to do or cause to be done, any of the following: (i) other than liens securing indebtedness required or permitted by this OpCo DIP Term Sheet and the OpCo DIP Orders, seek to or create, incur, assume or suffer to exist any lien upon any of its property, assets, income or profits, whether now owned or hereafter acquired, except (a) the Carve Out, (b) liens permitted by the Prepetition OpCo First Lien Credit Agreement which, other than the Prepetition OpCo Permitted Liens and other liens that are permitted to be senior to the OpCo DIP Liens by the Required OpCo DIP Lenders, are junior to the liens securing the OpCo DIP Facility, (c) the Adequate Protection Liens, as defined on Annex B, and (d) other liens securing obligations in an aggregate principal amount at any time outstanding not to exceed $50,000; (ii) convey, sell, lease, assign, transfer or otherwise dispose of (including through a transaction of merger or consolidation) any of its property, business or assets, whether now owned or hereafter acquired, other than (a) asset sales approved by an order of the Bankruptcy Court that is in form and substance acceptable to the Required OpCo DIP Lenders, (b) dispositions described in clause (ii) under "Mandatory Prepayments; Application of Prepayments" above, (c) any disposition which would indefeasibly satisfy the OpCo DIP

	Obligations and Adequate Protection Claims (as defined on Annex B) in full in cash, (d) asset sales in the ordinary course of business, (e) dispositions of obsolete, worn out, used or surplus property in the ordinary course of business and dispositions of property no longer used or useful in the conduct of the business of the OpCo Debtors and (f) dispositions of property not otherwise permitted so long as the aggregate fair market value of all assets so disposed shall not exceed $50,000; (iii) create, incur, assume or permit to exist any indebtedness, other than (a) the OpCo DIP Obligations and (b) indebtedness permitted pursuant to Section 7.03 of the Prepetition OpCo First Lien Credit Agreement; (iv) amend, modify or compromise any material term or material amount owed under a material real property lease or material contract without the prior written consent of the Required OpCo DIP Lenders; (v) incur or make any expenditure, Restricted Payment (as defined below), investment, loan or other payment, including but not limited to any D&O tail policy, without the prior written consent of the Required OpCo DIP Lenders, other than in accordance with the Approved OpCo DIP Budget, after giving effect to the Permitted Variances; (vi) create or acquire any ownership interest in any subsidiaries (whether direct or indirect); (vii) create or permit to exist any other claim which is *pari passu* with or senior to the claims of the OpCo DIP Lenders under the OpCo DIP Facility, the Adequate Protection Claims (as defined on Annex B) or the Prepetition OpCo First Lien Claims, except for the Carve Out and except as set forth in this OpCo DIP Term Sheet and the OpCo DIP Orders; (viii) modify or alter (a) in any material manner the nature and type of its business or the manner in which such business is conducted or (b) its organizational documents, except as required by the Bankruptcy Code or plan of reorganization consistent with the Restructuring Support Agreement without the prior written consent of the Required OpCo DIP Lenders; (ix) file or propose any plan of reorganization that is inconsistent with the Restructuring Support Agreement;

	(x) pay pre-petition indebtedness, except (a) payments contemplated by this OpCo DIP Term Sheet and the OpCo DIP Orders, (b) payments authorized by an order of the Bankruptcy Court that is in form and substance acceptable to the Required OpCo DIP Lenders and (c) adequate protection payments as set forth in the OpCo DIP Orders; (xi) engage in any activities that would result in any of the OpCo Debtors becoming an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940; (xii) other than with respect to (A) the proceeds of the OpCo Holdings DIP Tranche and (B) payments under existing consulting agreements permitted under the Prepetition OpCo First Lien Credit Agreement in the ordinary course of business with respect to services provided for the benefit of the OpCo Borrower (and excluding, for the avoidance of doubt, termination payments) (the "**Existing Consulting Agreement Payments**") consistent with the Approved OpCo DIP Budget, transfer any cash or cash equivalents that constitute OpCo DIP Collateral to Holdings or a subsidiary or other affiliate of Holdings that is not an OpCo Debtor, in each case without the prior written consent of the OpCo DIP Lenders holding in excess of 66 and 2/3% of the principal amount of the outstanding OpCo DIP Commitments and OpCo DIP Obligations held by the OpCo DIP Lenders (the "**Supermajority OpCo DIP Lenders**"); (xiii) except to the extent outstanding under the Prepetition OpCo First Lien Credit Agreement on the Petition Date, permit any Purchaser (as defined in that certain Note Purchase Agreement, dated as of November 29, 2021, by and among Holdings, as issuer, the purchasers party thereto and Alter Domus (US) LLC, as administrative agent and collateral agent (the "**Holdings Note Purchase Agreement**")) party to the Holdings Note Purchase Agreement to hold any allowed claim or interest in the OpCo Chapter 11 Cases; (xiv) make any Restricted Payment or other direct or indirect payment to, or incur obligations on behalf of, (i) the Sponsor (as defined in the Prepetition OpCo First Lien Credit Agreement), (ii) any current or former direct or indirect equity holder of Holdings or affiliate thereof, (iii) Anil Damani, (iv) Manu Sekhri, (v) any party to a consulting agreement (or any affiliate thereof) with respect to which payments are not specifically included

	as a line item in the Approved OpCo DIP Budget or (vi) the Purchasers or the Agents (as each term is defined in the Holdings Note Purchase Agreement), including but not limited to payment for the engagement of financial, legal or other advisors for such parties and payment of existing obligations of or owed to such parties, in each case without the prior written consent of the Supermajority OpCo DIP Lenders; and (xv) make any direct or indirect management retention bonuses or other similar payments to any person in connection with any key employee incentive program, key employee retention program and/or any other similar program or arrangement. As used in this OpCo DIP Term Sheet, "**Restricted Payment**" means, with respect to any person, (a) the declaration or payment of any dividend (whether in cash, securities or other property or assets) or distribution of cash or other property or assets in respect of equity interests of such person; (b) any payment (whether in cash, securities or other property or assets) on account of the purchase, redemption, defeasance, sinking fund or other retirement of the equity interests of such person or any other payment or distribution (whether in cash, securities or other property or assets) made in respect thereof, either directly or indirectly; (c) any payment or prepayment of principal or premium, if any, or interest, fees or other charges on or with respect to, or any redemption, purchase, retirement, defeasance, sinking fund or similar payment or any claim for rescission with respect to, any indebtedness (other than adequate protection payments in respect of the pre-petition indebtedness as expressly provided for herein, in the OpCo Interim DIP Order or in the Approved OpCo DIP Budget); and (d) any payment made to redeem, purchase, repurchase or retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire equity interests of such person now or hereafter outstanding. The foregoing negative covenants will not prohibit the funding of the OpCo Holdings DIP Tranche with a portion of the proceeds of the OpCo DIP Loans.
MILESTONES:	Milestones in respect of the OpCo Chapter 11 Cases including, but not limited to, the applicable milestones set forth in the Restructuring Support Agreement and the milestones listed below (as any such time and date may be extended with the written consent of the Required OpCo DIP Lenders (which consent may be confirmed via e-mail by counsel on behalf of the Required OpCo DIP Lenders), subject to Section 7 of the Restructuring Support Agreement (Amendments and Modifications)):

	(i) on the Petition Date, the OpCo Debtors shall file with the Bankruptcy Court the OpCo Plan and Disclosure Statement; (ii) no later than 6 calendar days after the Petition Date, the Bankruptcy Court shall have entered the OpCo Interim DIP Order; (iii) no later than 7 calendar days after the Petition Date, the independent director of the Board of Directors of Holdings shall deliver to the Lender Advisors an interim update of his findings in respect of contract renewal churn; (iv) no later than 14 calendar days after the Petition Date, the independent director of the Board of Directors of Holdings shall deliver to the Lender Advisors a further interim update of his findings in respect of contract renewal churn; (v) no later than 35 calendar days after the Petition Date, the Bankruptcy Court shall have entered the OpCo Final DIP Order; (vi) no later than 60 calendar days after the Petition Date, the Bankruptcy Court shall have entered the Confirmation Order (as defined in the Restructuring Support Agreement) with respect to the OpCo Plan; and (vii) no later than 5 calendar days after the later of (a) the receipt of any required approvals of the GLC or as otherwise may be required under the rules of the GLC or any other applicable COAM Law in connection with the Stand-Alone Restructuring Transactions and the occurrence of the OpCo Plan Effective Date and (b) the entry of the Confirmation Order, the OpCo Plan Effective Date shall have occurred.
EVENTS OF DEFAULT:	Each of the following shall constitute an "**Event of Default**": (i) the entry of a final order with respect the OpCo DIP Facility, granting final approval of the OpCo DIP Commitment Letter and Term Sheet or the OpCo DIP Facility Documents (as applicable) in form or substance that is not acceptable to the Required OpCo DIP Lenders in their sole discretion; (ii) except as set forth in clause (xx) below, failure by any OpCo Debtor to be in compliance with provisions of this OpCo DIP Term Sheet (subject to applicable grace periods as set forth in any OpCo DIP Facility Document or any OpCo DIP Order, including a one (1) Business Day grace period for delivery of the Approved OpCo DIP Budgets, cash flow forecasts and Weekly Variance Reports; it being understood and agreed that a failure to comply with item (vii) (with respect to maintenance of existence and material licenses) or (ix)

	(with respect to the loss of any material license or the taking or failure to take any action that could reasonably be expected to result in the loss of any material license) of the section titled "Affirmative Covenants" above will result in an immediate Event of Default); (iii) any request made to the Bankruptcy Court by any OpCo Debtor for the reversal, modification, amendment, stay, reconsideration or vacatur of any OpCo DIP Order, as entered by the Bankruptcy Court; (iv) termination of the Restructuring Support Agreement in accordance with its terms, other than a termination of the Restructuring Support Agreement resulting from a breach thereof, or a breach of this OpCo DIP Term Sheet, any other OpCo DIP Facility Document or any OpCo DIP Order, in each case, by any OpCo DIP Lenders (whether in their capacities as OpCo DIP Lenders or parties to the Restructuring Support Agreement); (v) failure of any Milestone set forth in this OpCo DIP Term Sheet or any Milestone (as defined in the Restructuring Support Agreement) to be satisfied by the specified deadline therefor (in each case, as then in effect after giving effect to any extensions, waivers or amendments thereto made in accordance with the requirements of this OpCo DIP Term Sheet or the Restructuring Support Agreement, as applicable); (vi) failure of any representation or warranty to be true and correct in all material respects (or, to the extent qualified by materiality or Material Adverse Change, in all respects) when made; (vii) the filing of any application by any OpCo Debtor for the approval of (or an order is entered by the Bankruptcy Court approving) any claim arising under section 507(b) of the Bankruptcy Code or any other provision of the Bankruptcy Code or any security, mortgage, collateral interest or other lien in any of the OpCo Chapter 11 Cases which is *pari passu* with or senior to the OpCo DIP Obligations, OpCo DIP Liens, Adequate Protection Claims, Adequate Protection Liens, or Prepetition OpCo First Lien Claims, excluding the Carve Out, the Prepetition OpCo Permitted Liens and liens arising under the OpCo DIP Orders; (viii) any OpCo Debtor (or any direct or indirect non-OpCo Debtor affiliate of an OpCo Debtor) commences (or supports) any action (other than an action permitted by the OpCo DIP Orders) against the OpCo DIP Agent or any OpCo DIP Lender or any of their agents or employees, to subordinate or avoid any liens granted hereunder, under any other OpCo DIP Facility Document or under any OpCo DIP Order in favor of the OpCo DIP Lenders or OpCo DIP Agent; (ix) any OpCo Debtor (or any direct or indirect non-OpCo Debtor affiliate of an OpCo Debtor) commences (or supports) any action

	(other than an action permitted by the OpCo DIP Orders) against the Prepetition OpCo First Lien Agent or any Prepetition OpCo First Lien Lender or any of their agents or employees, to challenge, subordinate or avoid any claims or obligations arising, or liens granted, under the Prepetition OpCo First Lien Credit Agreement or under any other Loan Documents (as defined therein) or any other action against any Prepetition OpCo Secured Party, in its capacity as such; (x) (a) any OpCo Debtor files a pleading in any court seeking or supporting an order to revoke, reverse, stay, vacate, amend, supplement or otherwise modify this OpCo DIP Term Sheet, any other OpCo DIP Facility Document or any OpCo DIP Order, or the disallowance of any OpCo DIP Obligations, in whole or in part, or (b) any provision of this OpCo DIP Term Sheet, any other OpCo DIP Facility Document or any OpCo DIP Order, or any other order of the Bankruptcy Court approving the OpCo Debtors' use of Cash Collateral (as defined in the OpCo DIP Orders), shall for any reason cease to be valid and binding; (xi) without the prior written consent of the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), the filing with the Bankruptcy Court of a motion seeking approval of a sale of all or substantially all assets of the OpCo Debtors under section 363 of the Bankruptcy Code that, in either case, does not provide for indefeasible payment in full in cash to the OpCo DIP Agent and the OpCo DIP Lenders of all OpCo DIP Obligations and does not provide for the indefeasible payment in full in cash to the Prepetition OpCo First Lien Agent and the Prepetition OpCo First Lien Lenders of the Adequate Protection Claims and the Prepetition OpCo First Lien Claims upon closing of such sale or the effective date of a plan pursuant to which such sale is made; (xii) the appointment in any of the OpCo Chapter 11 Cases of a trustee, receiver, examiner or responsible officer with enlarged powers (beyond those set forth in sections 1106(a)(3) and (a)(4) of the Bankruptcy Code) relating to the operation of the business of any OpCo Debtor; (xiii) the granting of relief from the automatic stay by the Bankruptcy Court to any other creditor or party in interest in the OpCo Chapter 11 Cases with respect to any portion of the OpCo DIP Collateral with an aggregate value in excess of $50,000; (xiv) termination of the OpCo Interim DIP Order or the OpCo Final DIP Order, as applicable, other than as a result of repayment of the OpCo DIP Loans; (xv) the conversion of any OpCo Chapter 11 Case into a case pursuant to chapter 7 of the Bankruptcy Code;

	(xvi) the termination of any of the OpCo Debtors' exclusive right to propose a plan of reorganization under chapter 11 of the Bankruptcy Code; (xvii) a dismissal of any of the OpCo Chapter 11 Cases; (xviii) the filing of any chapter 11 plan or related disclosure statement that is inconsistent with the Restructuring Support Agreement; (xix) the filing of any motion seeking approval of a sale of any OpCo DIP Collateral (other than any sale permitted under "Negative Covenants"); or (xx) failure to pay (A) principal in full when due, including without limitation, on the Maturity Date, or (B) interest or other OpCo DIP Obligations or Adequate Protection Obligations in full within three (3) Business Days after the same becomes due.
REMEDIES UPON EVENT OF DEFAULT:	As set forth in the OpCo DIP Orders.
OTHER BANKRUPTCY MATTERS:	All reasonable and documented prepetition and post-petition professional fees, costs and expenses of the Prepetition OpCo First Lien Agent, the Prepetition OpCo First Lien Lenders, the OpCo DIP Agent and the OpCo DIP Lenders relating to the OpCo Chapter 11 Cases, the Restructuring Support Agreement, the OpCo DIP Facility or the Prepetition OpCo First Lien Credit Agreement (including, without limitation, (i) the preparation of documentation (including any amendments, modifications or waivers) in respect thereof, (ii) the administration thereof and (iii) in connection with the enforcement or protection of rights in connection with the OpCo DIP Facility or the documentation in respect thereof) (including, without limitation, prepetition and post-petition fees and disbursements of counsel and advisors allocated to the OpCo Chapter 11 Cases, including, but not limited to, the fees, costs and expenses of Akin Gump Strauss Hauer & Feld LLP, Greenhill & Co., LLC, OnMessage Public Strategy (OMPS), Robbins Alloy Belinfante Littlefield LLC, Cole Schotz PC, Prairie Peak LLC, ArentFox Schiff LLP, Potter Anderson & Corroon LLP, Latham & Watkins LLP, Crowell & Moring LLP and McGuireWoods, LLP) subject to the OpCo DIP Orders, shall be payable by the OpCo Borrower, within ten (10) Business Days following written demand without the requirement to file retention or fee applications with the Bankruptcy Court; provided that notwithstanding the foregoing, in each case of McGuireWoods LLP and Crowell & Moring LLP, (w) the OpCo Debtors shall not be required to pay any post-petition fees of McGuireWoods LLP or Crowell & Moring LLP, (x) the OpCo Debtors shall not be required to pay fees incurred in any calendar month in excess of $5,000 (provided that any such amounts not utilized in any month shall be carried over and added to the monthly

	limit of the immediately subsequent month), (y) any such amounts incurred prior to the date of the Fourth Amendment (as defined in the Prepetition OpCo First Lien Credit Agreement) and owed to McGuireWoods LLP shall not exceed $20,000.00 and (z) any such amounts incurred prior to the date of the Fourth Amendment and owed to Crowell & Moring LLP shall not exceed $15,000.00. The OpCo Borrower shall indemnify the OpCo DIP Agent and each OpCo DIP Lender in accordance with indemnity provisions customary for transactions of this type and otherwise generally consistent with those set forth in the Prepetition OpCo First Lien Credit Agreement. Article IX of the Prepetition OpCo First Lien Credit Agreement is hereby incorporated by reference herein *mutatis mutandis*. The OpCo Final DIP Order shall contain releases and exculpations for the OpCo DIP Agent and each OpCo DIP Lender (in any capacity) and the Prepetition OpCo Secured Parties, in form and substance reasonably satisfactory to the OpCo DIP Agent and the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), including, without limitation, releases from any avoidance actions. Subject to the entry of the OpCo Interim DIP Order, the OpCo DIP Agent (at the direction of the Required OpCo DIP Lenders) shall have the unconditional right to credit bid ("**Credit Bid**") the outstanding OpCo DIP Obligations (and any other applicable obligations) in connection with any non-ordinary course sale of the OpCo Debtors' assets pursuant to section 363 of the Bankruptcy Code, any plan or otherwise. Subject to the entry of the OpCo Interim DIP Order, and section 363(k) of the Bankruptcy Code, the Prepetition OpCo First Lien Agent, at the direction of the Required Consenting Prepetition Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), shall have the unconditional right to Credit Bid the Prepetition OpCo First Lien Claims in connection with any non-ordinary course sale of the OpCo Debtors' assets pursuant to section 363 of the Bankruptcy Code, any plan or otherwise.
OPCO DIP ORDERS GOVERN:	To the extent of any conflict or inconsistency between this OpCo DIP Term Sheet and any OpCo DIP Order, such OpCo DIP Order shall govern.
AMENDMENT AND WAIVER:	Except as otherwise expressly provided herein or therein, no provision of this OpCo DIP Term Sheet, any other OpCo DIP Facility Document or any OpCo DIP Order may be amended other than by an instrument in writing signed by (i) holders of in excess of 50% in principal amount of the outstanding OpCo DIP Commitments and OpCo DIP Obligations held by the OpCo DIP Lenders (the "**Required OpCo DIP Lenders**") and (ii) the OpCo

	Debtors; *provided* that prior to the entry of the OpCo Interim DIP Order, such amendment may be signed by the OpCo Backstop Lenders holding in excess of 50% in principal amount of the OpCo DIP Commitments under the OpCo DIP Commitment Letter (the "**Required OpCo Backstop Lenders**"); *provided*, *further*, that any amendment to the section above titled "Use of Proceeds" may only be effected with the written consent of the Supermajority OpCo DIP Lenders. Notwithstanding the foregoing, any amendment, consent, waiver, supplement or modification to this OpCo DIP Term Sheet, any other OpCo DIP Facility Document or any DIP Order that has the effect of (i) increasing the OpCo DIP Commitments of any OpCo DIP Lender, (ii) decreasing the amount of or postponing the payment of any scheduled principal, interest or fees payable to any OpCo DIP Lender (other than as a result of any extension of the Maturity Date, in accordance with the terms of any such extension, or waiver of default interest by the OpCo DIP Lenders in accordance herewith), (iii) altering the pro rata nature of disbursements by or payments to OpCo DIP Lenders or the application of prepayments in this OpCo DIP Term Sheet, (iv) amending or modifying the definition of "Required OpCo DIP Lenders", "Supermajority OpCo DIP Lenders" or any provision of this section "Amendment and Waiver", (v) releasing all or substantially all of the guarantors of the OpCo DIP Obligations, or (vi) releasing the security interest in all or substantially all of the OpCo DIP Collateral other than in connection with a disposition approved by an order of the Bankruptcy Court with the prior written consent of the Required OpCo DIP Lenders, in each case, shall require the written consent of each OpCo DIP Lender directly and adversely affected thereby; *provided* that no amendment shall amend, modify or otherwise affect the rights or duties of the OpCo DIP Agent without the prior written consent of the OpCo DIP Agent.
ASSIGNMENTS:	The OpCo DIP Lenders may assign all or any part of the OpCo DIP Loans or the OpCo DIP Commitments from time to time with the consent of the OpCo Borrower, which shall not be unreasonably withheld (it being understood that it shall be reasonable to withhold consent to an assignment to a competitor of the OpCo Debtors); *provided* that no consent of the OpCo Borrower shall be required (i) so long as an Event of Default has occurred and is continuing after giving effect to any applicable grace period, (ii) for any assignment to an OpCo DIP Lender, an affiliate of an OpCo DIP Lender, an Approved Fund (as defined in the Prepetition OpCo First Lien Credit Agreement), a Prepetition OpCo First Lien Lender that is a Consenting Lender or any other person that has become a party to the Restructuring Support Agreement pursuant to the terms thereof (other than, in any event, any Purchaser (as defined in the Holdings Note Purchase Agreement) that is party to the Holdings Note Purchase Agreement on or after the date of the Third Amendment or any of its affiliates) or (iii) for any assignment by the Fronting

	Lender of New Money OpCo DIP Loans that the OpCo Borrower and the OpCo DIP Agent have consented to pursuant to that certain Master Consent to Assignment, among the OpCo Borrower, the OpCo DIP Agent and the Fronting Lender (the "**Master Consent**"). The parties to each assignment (including any assignment by the Fronting Lender of New Money OpCo DIP Loans) shall execute and deliver to the OpCo DIP Agent an assignment agreement in the form attached hereto as Annex C (an "**Assignment Agreement**"). Any Assignment Agreement by the Fronting Lender of New Money OpCo DIP Loans shall be accepted and recorded by the OpCo DIP Agent in accordance with the terms of the OpCo DIP Term Sheet notwithstanding that the OpCo DIP Facility Documents may not be in effect at the time of such assignment. Subject to receipt and recording thereof by the OpCo DIP Agent, from and after the date specified in the applicable Assignment Agreement, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment Agreement, have the rights and obligations of an OpCo DIP Lender hereunder, and the assigning OpCo DIP Lender thereunder shall, to the extent of the interest assigned under such Assignment Agreement, be released from its obligations hereunder. The OpCo DIP Agent shall receive a processing and recordation fee of $3,500 in connection with each assignment, except with respect to any assignment to an OpCo DIP Lender, an affiliate of an OpCo DIP Lender, an Approved Fund (as defined in the Prepetition OpCo First Lien Credit Agreement), a Prepetition OpCo First Lien Lender that is a Consenting Lender or any other person that has become a party to the Restructuring Support Agreement pursuant to the terms thereof (other than, in any event, any Purchaser (as defined in the Holdings Note Purchase Agreement) that is party to the Holdings Note Purchase Agreement on or after the date of the Third Amendment or any of its affiliates), or in connection with any assignment by the Fronting Lender of New Money OpCo DIP Loans. The minimum assignment amount shall be $250,000 (or if less than $250,000, the total amount held by such assigning OpCo DIP Lender), *provided* that no minimum assignment amount shall be required in respect of any assignment by the Fronting Lender of New Money OpCo DIP Loans. No assignment of the OpCo DIP Loans or the OpCo DIP Commitments shall be permitted unless the applicable assignee executes and agrees to be bound by the Senior Secured OpCo Exit Facility Commitment Letter described in the OpCo DIP Commitment Letter, the Restructuring Support Agreement and the transactions contemplated therein and, to the extent such assignment occurs following the initial funding and assignment by the Fronting Lender of the Initial New Money OpCo DIP Loans and prior to the initial funding of the Final New Money OpCo DIP Loans, the applicable assignee must also agree to take an assignment of a pro rata portion of the Final New Money OpCo DIP Loans following the initial funding thereof.

	Notwithstanding anything herein to the contrary, any assignment by the Fronting Lender of New Money OpCo DIP Loans will be exclusive of, and will not contain any portion of, any unfunded OpCo DIP Commitment held by the Fronting Lender at the time of the assignment of such New Money OpCo DIP Loans.
GOVERNING LAW AND JURISDICTION:	The laws of the State of New York (except as governed by the Bankruptcy Code) shall govern this OpCo DIP Term Sheet. The OpCo Debtors submit to the exclusive jurisdiction of the Bankruptcy Court and waive any right to trial by jury.
PATRIOT ACT:	The OpCo DIP Lenders hereby notify the OpCo Debtors that pursuant to the requirement of the USA PATRIOT Act (Title III of Pub. L. 107-57 (signed into law October 26, 2001)) (the "**Act**"), they are required to obtain, verify and record information that identifies the OpCo Borrower, which information includes the name and address of the OpCo Borrower and other information that will allow the OpCo DIP Lenders to identify the OpCo Borrower in accordance with the Act.
NOTICES:	(a) Except in the case of notices and other communications expressly permitted to be given by telephone (and subject to clause (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by e-mail, as follows: if to the OpCo Borrower or the OpCo Guarantor, to Lucky Bucks, LLC 5820 Live Oak Parkway, Suite 300 Norcross, GA 30071 Attention: Jamie Boyden Email: jamie@luckybucksga.com With a copy to Milbank LLP 55 Hudson Yards New York, NY 10001 Attention: Dennis F. Dunne and Tyson Lomazow Email: ddunne@milbank.com; tlomazow@milbank.com if to the OpCo DIP Agent, to WSFS Institutional Services 500 Delaware Ave Wilmington, DE USA 19801 Attention: John McNichol Phone: (302) 573-3269 Email: jmcnichol@wsfsbank.com

	With a copy to ArentFox Schiff LLP 1301 Avenue of the Americas New York, NY 10019 Attention: Jeffrey R. Gleit Telephone: (212) 457-5427 Email: jeffrey.gleit@afslaw.com if to any OpCo DIP Lender, to it at its address (or e-mail address) set forth in its signature page to the Restructuring Support Agreement with a copy to: Akin Gump Strauss Hauer & Feld LLP One Bryant Park New York, NY 10036 Attention: Philp C. Dublin, Sara L. Brauner and Anna Kordas Email: pdublin@akingump.com; sbrauner@akingump.com; akordas@akingump.com Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by e-mail shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through Approved Electronic Platforms, to the extent provided in clause (b) below, shall be effective as provided in said clause (b). (b) Notices and other communications to the OpCo Borrower, the OpCo Guarantor, the OpCo DIP Agent, and the OpCo DIP Lenders hereunder may be delivered or furnished by using Approved Electronic Platforms pursuant to procedures approved by the OpCo DIP Agent; *provided* that the foregoing shall not apply to borrowing, prepayment or other operational loan notices unless otherwise agreed by the OpCo DIP Agent and the applicable OpCo DIP Lender. The OpCo DIP Agent or the OpCo Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; *provided* that approval of such procedures may be limited to particular notices or communications. (c) Unless the OpCo DIP Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as

	described in the foregoing clause (i), of notification that such notice or communication is available and identifying the website address therefor; *provided* that, for both clauses (i) and (ii) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient. (d) Any party hereto may change its address or e-mail address for notices and other communications hereunder by notice to the other parties hereto. As used herein, "**Approved Electronic Platform**" shall mean IntraLinks™, DebtDomain, SyndTrak, ClearPar or any other electronic platform chosen by the OpCo DIP Agent to be its electronic transmission system.
COUNSEL TO OPCO DIP AGENT:	ArentFox Schiff LLP
COUNSEL TO OPCO DIP LENDERS:	Akin Gump Strauss Hauer & Feld LLP

Annex A

Initial OpCo DIP Commitments of OpCo Backstop Lenders[3]

(redacted)

[3] All commitments to be funded initially by the Fronting Lender. This Annex A sets forth allocations for the initial assignment of funded loans.

Annex B

Adequate Protection for Prepetition OpCo Secured Parties

Pursuant to sections 361, 363(e), and 364(d)(1) of the Bankruptcy Code, the Prepetition OpCo Secured Parties, will receive as adequate protection for the diminution in value of their interests in the OpCo Debtors' interests in the collateral securing the Prepetition OpCo First Liens each of the following, in each case subject to the Carve Out in all respects:	
Cash Payments	Reasonable and documented prepetition and postpetition professionals' fees and expenses for one primary counsel and one local counsel to the Prepetition OpCo First Lien Agent and for the professionals for the Ad Hoc Groups
Interest	Interest under the Prepetition OpCo First Lien Credit Agreement shall accrue at the default rate
Adequate Protection Liens	Replacement or new liens on the OpCo DIP Collateral subject and subordinate only to the Carve Out, the Prepetition OpCo Permitted Liens, and the OpCo DIP Liens (the "Adequate Protection Liens")
507(b) Claims	Superpriority claims as provided for in section 507(b) of the Bankruptcy Code that are junior only to the OpCo DIP superpriority claims and the Carve Out, but senior to any and all other administrative expenses claims in the OpCo Chapter 11 Cases (the "Adequate Protection Claims")
Reporting	Delivery of all reports and notices deliverable to the OpCo DIP Lenders, in each case when and as required under the OpCo DIP Facility
Other	Such other adequate protection as set forth in the OpCo DIP Orders

Annex C

Form of Assignment Agreement

See attached.

ANNEX C TO OPCO DIP TERM SHEET

FORM OF ASSIGNMENT AGREEMENT

This Assignment and Assumption (this "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [the][each][1] Assignor identified in item 1 below ([the][each, an] "Assignor") and [the][each][2] Assignee identified in item 2 below ([the][each, an] "Assignee"). [It is understood and agreed that the rights and obligations of [the Assignors][the Assignees][3] hereunder are several and not joint.][4] Capitalized terms used but not defined herein shall have the meanings given to them in the OpCo DIP Term Sheet identified below (the "Term Sheet"), receipt of a copy of which is hereby acknowledged by [the][each] Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, [the][each] Assignor hereby irrevocably sells and assigns to [the Assignee][the respective Assignees], and [the][each] Assignee hereby irrevocably purchases and assumes from [the Assignor][the respective Assignors], subject to and in accordance with the Standard Terms and Conditions and the Term Sheet, as of the Effective Date inserted by the OpCo DIP Agent as contemplated below (i) all of [the Assignor's][the respective Assignors'] rights and obligations in [its capacity as an OpCo DIP Lender][their respective capacities as OpCo DIP Lenders] under the Term Sheet and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of [the Assignor][the respective Assignors] in respect of the OpCo DIP Commitments and OpCo DIP Loans identified below and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of [the Assignor (in its capacity as an OpCo DIP Lender)][the respective Assignors (in their respective capacities as OpCo DIP Lenders)] against any Person, whether known or unknown, arising under or in connection with the Term Sheet, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by [the][any] Assignor to [the][any] Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as [the][an] "Assigned Interest"). Each such sale and assignment is without recourse to [the][any] Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by [the][any] Assignor.

1. Assignor[s]: _____

_____

2. Assignee[s]: _____

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[1] For bracketed language here and elsewhere in this form relating to the Assignor(s), if the assignment is from a single Assignor, choose the first bracketed language. If the assignment is from multiple Assignors, choose the second bracketed language.

[2] For bracketed language here and elsewhere in this form relating to the Assignee(s), if the assignment is to a single Assignee, choose the first bracketed language. If the assignment is to multiple Assignees, choose the second bracketed language.

[3] Select as appropriate.

[4] Include bracketed language if there are either multiple Assignors or multiple Assignees.

[and is an [Affiliate][Approved Fund] (as defined in the Prepetition OpCo First Lien Credit Agreement) of [*identify OpCo DIP Lender*]]

3. OpCo Borrower: Lucky Bucks, LLC, a Georgia limited liability company

4. OpCo DIP Agent: Wilmington Savings Fund Society, FSB, as the administrative agent and collateral agent under the Term Sheet

5. Term Sheet: Senior Secured Superpriority OpCo Debtor in Possession Credit Facility Term Sheet (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all schedules, annexes and exhibits thereto, the "**Term Sheet**" attached as Exhibit A to the $82,000,000 Senior Secured Superpriority OpCo Debtor in Possession Credit Facility Commitment Letter, dated as of June 8, 2023 (the "Commitment Letter"), by and among the OpCo Borrower, the OpCo Guarantor (as defined therein), the OpCo DIP Lenders (as defined therein) in their capacities as Commitment Parties under and as defined therein, the OpCo DIP Agent (as defined therein) and the other parties party thereto, in connection with cases to be filed by the OpCo Borrower and the OpCo Guarantor in the United States Bankruptcy Court for the District of Delaware pursuant to chapter 11 of title 11 of the United States Code on or around June 8, 2023.

6. Assigned Interest:

Assignor[s][5]	**Assignee[s][6]**	**OpCo DIP Commitment/ OpCo DIP Loans Assigned[7]**	**Aggregate Amount of OpCo DIP Commitment/ OpCo DIP Loans for all OpCo DIP Lenders[8]**	**Amount of OpCo DIP Commitment/ OpCo DIP Loans Assigned**	**Percentage Assigned of OpCo DIP Commitment/ OpCo DIP Loans[9]**
			$[]_____	$[]_____	_____%
			$[]_____	$[]_____	_____%
			$[]_____	$[]_____	_____%

7. Effective Date: _____, 20__ [TO BE INSERTED BY OPCO DIP AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

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[5] List each Assignor, as appropriate.

[6] List each Assignee, as appropriate.

[7] Fill in OpCo DIP Commitment/ OpCo DIP Loans being assigned.

[8] Amounts in this column and in the column immediately to the right to be adjusted by the counterparties to take into account any payments or prepayments.

[9] Set forth, to at least 9 decimals, as a percentage of the OpCo DIP Commitment/ OpCo DIP Loans of all OpCo DIP Lenders.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Name:
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Name:
Title:

[Consented to and][10] Accepted:

WILMINGTON SAVINGS FUND SOCIETY,
FSB, as OpCo DIP Agent

By: _____
Title:

[Consented to:][11]

[NAME OF RELEVANT PARTY]

By: _____
Title:

[10] To be added only if the consent of the OpCo DIP Agent is required by the terms of the Term Sheet.

[11] To be added only if the consent of the OpCo Borrower and/or other parties is required by the terms of the Term Sheet.

Annex I

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. *Representations and Warranties*.

1.1 *Assignor*. [The][Each] Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of [the][the relevant] Assigned Interest, (ii) [the][such] Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Term Sheet, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Term Sheet or any collateral thereunder, (iii) the financial condition of the OpCo Borrower or any of its Affiliates or any other Person obligated in respect of the Term Sheet, or (iv) the performance or observance by the OpCo Borrower or any of its Affiliates or any other Person of any of their respective obligations under the Term Sheet.

1.2. *Assignee*. [The][Each] Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become an OpCo DIP Lender under the Term Sheet, (ii) it satisfies the requirements, if any, specified in the Term Sheet and under applicable law that are required to be satisfied by it in order to acquire the Assigned Interest and become an OpCo DIP Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Term Sheet as an OpCo DIP Lender thereunder and, to the extent of [the][the relevant] Assigned Interest, shall have the obligations of an OpCo DIP Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by [the][such] Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire [the][such] Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Term Sheet, together with copies of the most recent financial statements delivered pursuant thereto, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase [the][such] Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the OpCo DIP Agent, the Assignor or any other OpCo DIP Lender or any of their respective Related Parties (as defined in the Commitment Letter), and (vi) attached to this Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Term Sheet, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the OpCo DIP Agent, the Assignor or any other OpCo DIP Lender or any of their respective Related Parties, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Term Sheet, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Term Sheet are required to be performed by it as an OpCo DIP Lender.

2. *Payments*. From and after the Effective Date, the OpCo DIP Agent shall make all payments in respect of [the][such] Assigned Interest (including payments of principal, interest, fees and other amounts) to [the][the relevant] Assignor for amounts which have accrued to but excluding the Effective Date and to [the][the relevant] Assignee for amounts which have accrued from and after the Effective Date.

3. *General Provisions*. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Acceptance and adoption of the terms of this Assignment and Assumption by the Assignee[s] and the Assignor[s] by Electronic Signature or delivery of an executed counterpart of a signature page of this Assignment and Assumption by any Approved Electronic Platform shall be effective as delivery of a manually executed

counterpart of this Assignment and Assumption. The words "execution," "signed," "signature," and words of like import herein shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signature and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.

Exhibit D to RSA
OpCo Exit Facility Commitment Letter and Term Sheet

EXECUTION VERSION

June 8, 2023

Lucky Bucks, LLC
5820 Live Oak Parkway, Suite 300
Norcross, GA 30071
Attention: Jamie Boyden

$104,500,000 Senior Secured OpCo Exit Facility
Commitment Letter

Ladies and Gentlemen:

Lucky Bucks, LLC, a Georgia limited liability company ("you" or "Lucky Bucks") and Lucky Bucks HoldCo, LLC, a Delaware limited liability company ("HoldCo", and collectively with Lucky Bucks, the "OpCo Debtors" and each, an "OpCo Debtor") have requested that the parties listed on Annex A to the term sheet (the "OpCo Exit Term Sheet") attached hereto as Exhibit A ("us", "we" or the "Commitment Parties") agree to provide in connection with the OpCo Chapter 11 Cases a senior secured term loan facility (the "OpCo Exit Facility") in an aggregate principal amount of $104,500,000, consisting of (i) subject to adjustment as set forth in the OpCo Exit Term Sheet, up to $43,000,000 of First-Out Priority Exit Term Loans (as defined in the OpCo Exit Term Sheet) and (ii) $61,500,000 of Second-Out Priority Exit Term Loans (as defined in the OpCo Exit Term Sheet). The availability of the OpCo Exit Facility will be conditioned on and subject solely to the conditions set forth in Section 5 below. Capitalized terms used but not defined herein are used with the meanings assigned to them in (i) that certain Restructuring Support Agreement, dated as of the date hereof (including the term sheets attached thereto and any other attachments thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the "Restructuring Support Agreement"), by and among the Company Parties, the Consenting Lenders from time to time party thereto, the Consultants and the Sponsors (each, as defined therein) or (ii) the OpCo Exit Term Sheet (together with this letter, collectively, this "Commitment Letter"), as applicable.

1. **Commitment**

In connection with the foregoing, the Commitment Parties are pleased to advise you of their commitments to provide the First-Out Priority Exit Term Loans, on a several and not joint basis, in the respective amounts set forth adjacent to each such Commitment Party's name on Annex A to the OpCo Exit Term Sheet (the "OpCo Exit Commitments") upon the terms and subject to solely the conditions set forth in this Commitment Letter and the OpCo Exit Term Sheet.

The rights and obligations of each of the Commitment Parties under this Commitment Letter shall be several and not joint and several, and no failure of any Commitment Party to comply with any of its obligations hereunder shall prejudice the rights, or reduce the obligations, of any other OpCo Exit Term Lender; *provided* that no OpCo Exit Term Lender shall be required to fund the commitment of another OpCo Exit Term Lender in the event such other OpCo Exit Term Lender fails to do so (the "Breaching Party"), but may at its option do so, in whole or in part, in which case such performing OpCo Exit Term Lender shall be entitled to all or a proportionate share, as the case may be, of the OpCo Exit Facility and related fees that would otherwise be issued to the Breaching Party.

Notwithstanding any other provision of this Commitment Letter to the contrary, the Commitment Parties (or any of them) may, at their option, arrange for the OpCo Exit Facility Documents (as defined in the OpCo Exit Term Sheet) to be executed as an initial OpCo Exit Term Lender by, and the OpCo Exit Commitment of some or all of the Commitment Parties to be provided and funded by, one financial institution reasonably agreed by the applicable Commitment Parties and the OpCo Debtors (the "Fronting Lender"), in which case the applicable Commitment Parties will acquire their shares of the OpCo Exit Facility on or prior to the date that is 4 days after the OpCo Exit Facility Effective Date by assignment from the Fronting Lender in accordance with the assignment provisions of the OpCo Exit Facility Documents; it being agreed that Jefferies Capital Services, LLC shall be the Fronting Lender.

2. **Titles and Roles**

It is agreed that Wilmington Savings Fund Society, FSB will act as the administrative agent (in such capacity, the "OpCo Exit Agent") in respect of the OpCo Exit Facility. It is understood and agreed that this Commitment Letter shall not constitute either an express or implied commitment or offer by the OpCo Exit Agent to provide any portion of the OpCo Exit Facility or to otherwise provide any financing.

3. **Information**

You hereby represent that (a) all written factual information, other than (i) the Projections (as defined below) and (ii) information of a general economic or industry specific nature (such written information other than as described in the immediately preceding clauses (i) and (ii), the "Information"), that has been or will be made available to us by you or on behalf of you or any of your representatives in connection herewith is or will be, when taken as a whole, complete and correct in all material respects and does not or will not, when furnished and when taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto) and (b) the financial projections and other projections, budgets, estimates and other forward-looking information (collectively, the "Projections") that have been or will be made available to us by you or on behalf of you or any of your representatives in connection herewith have been or will be prepared in good faith based upon assumptions that are reasonable at the time made and at the time the related Projections are made available to us; it being understood that (x) the Projections are merely a prediction as to future events and are not to be viewed as facts, (y) the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, and (z) no assurance can be given that any particular Projection will be realized and that actual results during the period or periods covered by any the Projections may differ significantly from the projected results and such differences may be material. You agree that if, at any time prior to the effectiveness of the OpCo Exit Facility, you become aware that any of the representations in the preceding sentence would be incorrect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement the Information and the Projections so that such representations will be correct under those circumstances; *provided* that any such supplemental Information and Projections shall be treated as confidential in accordance with this Commitment Letter.

In providing this Commitment Letter and arranging the OpCo Exit Facility, the Commitment Parties are relying on the accuracy of the Information furnished to them by or on behalf of you by your representatives without independent verification thereof.

4. **Fees**

As consideration for the commitments and agreements of the Commitment Parties hereunder, the OpCo Debtors jointly and severally agree to pay or cause to be paid to each OpCo Exit Term Lender its

allocable share of the nonrefundable premiums and fees described in (i) the OpCo Exit Term Sheet and (ii) the fee letter (the "OpCo Agent Fee Letter") to be entered into by and among the OpCo Debtors and the OpCo Exit Agent (collectively, the "Fees") at the times, on the terms and subject to the conditions set forth in this Commitment Letter, the Restructuring Support Agreement, the OpCo Exit Term Sheet and the OpCo Agent Fee Letter, as applicable.

The OpCo Debtors acknowledge and agree that the Fees shall be fully earned, nonrefundable, and non-avoidable upon the occurrence of such events or such applicable dates as described with respect thereto in the OpCo Exit Term Sheet or the OpCo Agent Fee Letter, as applicable, and shall be paid by the OpCo Debtors, free and clear of any withholding or deduction for any applicable taxes, on the applicable dates as set forth in the OpCo Exit Term Sheet or the OpCo Agent Fee Letter, as applicable. The applicable Fees are being earned as consideration for each OpCo Exit Term Lender's OpCo Exit Commitment hereunder and not with respect to any other services being provided.

5. **Conditions**

Each OpCo Exit Term Lender's commitments and agreements hereunder are subject only to the conditions set forth under the sections of the OpCo Exit Term Sheet entitled "Conditions Precedent to the Closing."

Each OpCo Exit Term Lender acknowledges that the obligations of the OpCo Debtors hereunder are subject to the approval of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

6. **Indemnification and Expenses**

You agree to indemnify, hold harmless and defend the Commitment Parties (including in connection with their capacity as lenders under the OpCo Exit Facility), the OpCo Exit Agent, the Fronting Lender and their respective affiliates and their respective directors, officers, employees, attorneys, advisors, consultants, agents and other representatives (each, an "Indemnified Person") from and against any and all losses, claims, damages, expenses and liabilities, joint or several, to which any such Indemnified Person may become subject arising out of or in connection with this Commitment Letter, the OpCo Exit Facility, the use of the proceeds thereof or any claim, litigation, investigation or proceeding (a "Proceeding") relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto, whether or not such Proceedings are brought by you, your equity holders, affiliates, creditors or any other person, and to reimburse each Indemnified Person within ten (10) Business Days after written demand for any reasonable and documented out-of-pocket legal expenses (limited to one counsel for the OpCo DIP Agent, its respective affiliates and their respective directors, officers, employees, attorneys, advisors, consultants, agents and other representatives taken as a whole and one counsel for all other Indemnified Persons taken as a whole and, if reasonably necessary, a single regulatory counsel for all Indemnified Persons taken as a whole and a single local counsel for all Indemnified Persons taken as a whole in each relevant material jurisdiction (which may be a single local counsel acting in multiple jurisdictions) and, solely in the case of any actual or perceived conflict of interest between Indemnified Persons where the Indemnified Persons affected by such conflict inform you of such conflict, one additional regulatory counsel and/or local counsel in each relevant material jurisdiction to each group of affected Indemnified Persons similarly situated, taken as a whole) or other reasonable and documented out-of-pocket expenses incurred in connection with investigating or defending any of the foregoing, but subject to the limitations in the next sentence; *provided* that the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent they (x) are found by a final, non-appealable judgment of a court of competent jurisdiction to arise from the willful misconduct or gross negligence of, or a material breach of this Commitment Letter by, such Indemnified Person or its control affiliates, directors, officers or

employees (collectively, the "Related Parties") or (y) arise from any dispute among Indemnified Persons or any Related Parties, other than any Proceedings against the Fronting Lender or the OpCo Exit Agent in fulfilling their respective roles as the Fronting Lender, the OpCo Exit Agent or other agent role under the OpCo Exit Facility and other than any claims arising out of any act or omission on the part of you or any of your affiliates. Notwithstanding the foregoing, each Indemnified Person shall be obligated to refund and return promptly any and all amounts paid under the indemnification provisions of this Commitment Letter to such Indemnified Person and/or its Related Party for any such losses, claims, damages, liabilities or expenses to the extent such Indemnified Person and its Related Parties are not entitled to payment of such amounts in accordance with the terms hereof as finally determined by a final, non-appealable judgment of a court of competent jurisdiction.

In addition, whether or not the OpCo Exit Facility Effective Date occurs, (a) on the OpCo Exit Facility Effective Date, the OpCo Borrower shall pay all reasonable and documented professional fees, costs and expenses of the OpCo Exit Agent, the Fronting Lender and the Commitment Parties (including in connection with their capacity as lenders under the OpCo Exit Facility) relating to the OpCo Chapter 11 Cases, the Restructuring Support Agreement or the OpCo Exit Facility incurred as of the OpCo Exit Facility Effective Date (including, without limitation, fees and disbursements of counsel and advisors allocated to the OpCo Chapter 11 Cases, including, but not limited to, the fees, costs and expenses of Akin Gump Strauss Hauer & Feld, LLP, Greenhill & Co., LLC, OnMessage Public Strategy (OMPS), Robbins Alloy Belinfante Littlefield LLC, Cole Schotz PC, Prairie Peak LLC, ArentFox Schiff LLP, Potter Anderson & Corroon LLP and Latham & Watkins LLP), and (b) thereafter, the OpCo Borrower shall pay all reasonable and documented professional fees, costs and expenses of the OpCo Exit Agent and the OpCo Exit Term Lenders relating to the OpCo Exit Facility within ten (10) Business Days following written demand without the requirement to file retention or fee applications with the Bankruptcy Court (limited, in the case of legal fees, to (x) one outside counsel for the OpCo Exit Agent, (y) one outside counsel for the OpCo Exit Term Lenders, taken as a whole, and (z) such local counsel and regulatory counsel as the OpCo Exit Agent and the OpCo Exit Term Lenders together shall deem reasonably necessary and advisable), including, without limitation, with respect to (i) the preparation of any amendments, modifications or waivers in respect thereof, (ii) the administration thereof and (iii) the enforcement or protection of rights in connection with the OpCo Exit Facility or the documentation in respect thereof).

You will not be liable for any settlement of any Proceeding effected without your prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), but, if settled with your written consent or if there is a final judgment in any such Proceedings, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with the indemnification provisions of this Commitment Letter.

It is further agreed that each OpCo Exit Term Lender shall only have liability to you (as opposed to any other person) and that each OpCo Exit Term Lender shall be liable solely in respect of its own commitment to the OpCo Exit Facility on a several, and not joint, basis with any other OpCo Exit Term Lender. None of the Indemnified Persons or the OpCo Debtors or their respective directors, officers, employees, advisors, and agents shall be liable for any indirect, special, punitive or consequential damages in connection with this Commitment Letter, the OpCo Exit Facility or the transactions contemplated hereby or thereby; *provided* that nothing contained in this sentence shall limit your indemnity obligations to the extent set forth in this Section 6.

7. **Sharing of Information, Absence of Fiduciary Relationship, Affiliate Activities**

You acknowledge that each Commitment Party (or an affiliate) may from time to time effect transactions, for its own or its affiliates' account or the account of customers, and hold positions in loans,

securities or options on loans or securities of, or claims against, you, your affiliates and of other companies that may be the subject of the transactions contemplated by this Commitment Letter. You also acknowledge that the Commitment Parties and their respective affiliates have no obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies or persons.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and the Commitment Parties is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether the Commitment Parties have advised or are advising you on other matters, (b) the Commitment Parties, on the one hand, and you, on the other hand, have an arm's length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty to you or your affiliates on the part of the Commitment Parties, and you waive, to the fullest extent permitted by law, any claims you may have against any Commitment Party for breach of duty or alleged breach of any fiduciary duty on the part of the Commitment Parties and agree that no Commitment Party will have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your behalf, including equity holders, employees or creditors, in each case, in respect of any of the transactions contemplated by this Commitment Letter, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter, and you are responsible for making your own independent judgment with respect to the transactions contemplated by this Commitment Letter and the process leading thereto, (d) you have been advised that the Commitment Parties and their respective affiliates are engaged in a broad range of transactions that may involve interests that differ from your and your affiliates' interests and that the Commitment Parties and their respective affiliates have no obligation to disclose such interests and transactions to you and your affiliates, (e) you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate, (f) each Commitment Party has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by it and the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for you, or any of your affiliates and (g) none of the Commitment Parties or their affiliates has any obligation or duty (including any implied duty) to you or your affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein or in any other express writing executed and delivered by such Commitment Party and you or any such affiliate.

You acknowledge for United States securities law purposes that any OpCo Exit Term Lender may establish an information blocking device or "Information Barrier" between, on the one hand, its directors, officers, employees, agents, affiliates (as such term is used in Rule 12b-2 under the Exchange Act) and, on the other hand, its affiliates and its and their attorneys, accountants, financial or other advisors, members, equity holders, partners, directors and employees who, pursuant to such Information Barrier policy, are permitted to receive confidential information or otherwise participate in discussions concerning the transactions contemplated hereby, and those of such OpCo Exit Term Lender's, and its affiliates', other employees.

Additionally, you acknowledge and agree that none of the Commitment Parties are advising you as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. You shall consult with your own advisors concerning such matters and shall be responsible for making your own independent investigation and appraisal of the transactions contemplated by this Commitment Letter, and the Commitment Parties shall not have any responsibility or liability to you with respect thereto. Any review by the Commitment Parties of the transactions contemplated by this Commitment Letter or other matters relating thereto will be performed solely for the benefit of the Commitment Parties and shall not be on behalf of you or any of your affiliates.

You acknowledge that each Commitment Party may be (or may be affiliated with) a full service financial firm and as such from time to time may, and its affiliates may, (a) effect transactions for its own or its affiliates' account or the account of customers, and hold long positions in debt or equity securities, loans or other securities and financial instruments of companies that may be the subject of the transactions contemplated hereby or with which you or your subsidiaries may have commercial or other relationships or (b) provide debt financing, equity capital, investment banking, financial advisory services, securities trading, hedging, financing and brokerage activities and financial planning and benefits counseling to other companies or similar services in respect of which you or your subsidiaries may have conflicting interests. the OpCo Debtors hereby waive and release, to the fullest extent permitted by law, any claims each of them has or will or may have hereunder with respect to any conflict of interest arising from such transactions, activities, investments or holdings, or arising from the failure of any Commitment Party or any of its respective affiliates or customers to bring such transactions, activities, investments or holdings to their attention.

8. **Confidentiality**

This Commitment Letter is delivered to you on the understanding that neither this Commitment Letter nor any of its terms or substance shall be disclosed by you, directly or indirectly, to any other person except (a) to you and your respective officers, directors, employees, members, partners, stockholders, attorneys, accountants, independent auditors, professionals, experts, agents and advisors (collectively, "Representatives"), in each case on a confidential and need-to-know basis, (b) pursuant to the order of any court or administrative agency or in any legal, judicial or administrative proceeding, or otherwise as required by applicable law or regulation or compulsory legal process (in which case, you agree to inform the Commitment Parties promptly thereof prior to such disclosure to the extent timely practicable and not prohibited by law, rule, regulation or other legal process), (c) upon the request or demand of any regulatory authority having jurisdiction over you, (d) upon notice to the Commitment Parties, in connection with any public filing requirement you are legally obligated to satisfy, in form and substance acceptable to the Commitment Parties, (e) in a Bankruptcy Court filing in order to implement the transactions contemplated hereunder, (f) to the United States Trustee, the official committee of unsecured creditors or any other statutory committee formed in the OpCo Chapter 11 Cases and each of their legal counsel, independent auditors, professionals and other experts or agents who are informed of the confidential nature of such information and agree to be bound by confidentiality and use restrictions substantially similar to those set forth in this Section 8, (g) to the parties and potential parties to the Restructuring Support Agreement, (h) to the extent any such information becomes publicly available other than by reason of disclosure by you, your affiliates or your or their representatives in breach of this Commitment Letter, (i) to potential participants, assignees or potential counterparties to any swap, credit insurance or derivative transaction relating to Lucky Bucks, in each case, who agree to be bound by confidentiality and use restrictions and (j) with respect to the OpCo Exit Term Sheet, to S&P and Moody's, on a confidential basis, in connection with obtaining a rating for the OpCo Exit Facility.

Each of the Commitment Parties shall use all nonpublic information provided to them by you or on behalf of you by any of your representatives hereunder solely in connection with the OpCo Exit Facility or the restructuring transactions described herein and subject to the Restructuring Support Agreement and the OpCo Chapter 11 Cases and shall treat confidentially all such information; *provided* that nothing herein shall prevent any Commitment Party from disclosing any such information (i) pursuant to the order of any court or administrative agency or in any legal, judicial or administrative proceeding, or otherwise as required by applicable law, regulation or compulsory legal process (in which case such Commitment Party agrees to inform you promptly thereof prior to such disclosure to the extent timely practicable and not prohibited by law, rule, regulation or other legal process), (ii) upon the request or demand of any regulatory authority having jurisdiction over such Commitment Party or any of its affiliates, (iii) to the extent that such information becomes publicly available other than by reason of disclosure by such Commitment Party, its

affiliates or their Representatives in breach of this Commitment Letter, (iv) to any Commitment Party's affiliates, and its and such affiliates' respective Representatives who need to know such information in connection with the transactions contemplated by the Commitment Letter and are informed of the confidential nature of such information and instructed to keep such information of this type confidential, (v) for purposes of establishing a "due diligence" defense, (vi) to the extent that such information is or was received by such Commitment Party from a third party that is not to such Commitment Party's knowledge subject to confidentiality obligations owed to you, (vii) to the extent that such information is independently developed by such Commitment Party or (viii) to potential participants, assignees or potential counterparties to any swap, credit insurance or derivative transaction relating to Lucky Bucks, in each case, who agree to be bound by confidentiality and use restrictions substantially similar to those set forth in this Section 8. The provisions of this paragraph shall automatically terminate and be superseded by the confidentiality provisions to the extent covered in the definitive documentation for the OpCo Exit Facility upon the initial funding thereunder, and the provisions of this Section 8 shall in any event automatically terminate one year following the date of this Commitment Letter. Notwithstanding any other provision herein, this Commitment Letter does not limit the disclosure of any tax strategies.

9. **Miscellaneous**

This Commitment Letter shall not be assignable by you without the prior written consent of each Commitment Party (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto, the OpCo Exit Agent, the Fronting Lender and the Indemnified Persons and is not intended to and does not confer any benefits upon, or create any rights in favor of, any person other than the parties hereto, the OpCo Exit Agent, the Fronting Lender and the Indemnified Persons to the extent expressly set forth herein. Any Commitment Party may assign its OpCo Exit Commitment (in whole or in part) to (i) any other Commitment Party or OpCo Exit Term Lender, (ii) its affiliates and affiliated investment funds, (iii) any investment funds, accounts, vehicles, or other entities that are managed, advised or sub-advised by such Commitment Party or OpCo Exit Term Lender, its affiliates or the same person as such Commitment Party or OpCo Exit Term Lender or its affiliates, (iv) any other person that has become a party to the Restructuring Support Agreement pursuant to the terms thereof and (v) any other person you agree to in writing in your sole discretion. It is understood and agreed that Annex A to the OpCo Exit Term Sheet shall be revised upon each assignment of the OpCo Exit Commitments pursuant to the terms hereof, such revised Annex A shall supersede any previous Annex A attached thereto and copies thereof shall be provided (i) upon the effectiveness of such assignment, to Lucky Bucks and (ii) upon conclusion of the OpCo Exit Commitment re-allocation, to all Commitment Parties. Further, the Commitment Parties reserve the right to employ the services of their respective affiliates in providing services contemplated hereby, and to satisfy their obligations hereunder through, or assign their rights and obligations hereunder to, one or more of their respective affiliates, separate funds and/or accounts within their control or investment funds under their or their respective affiliates' management and/or advisement (collectively, "OpCo Exit Term Lender Affiliates"); and to allocate, in whole or in part, to their respective affiliates certain fees payable to the Commitment Parties in such manner as the Commitment Parties and their respective affiliates may agree in their sole discretion; *provided* that such Commitment Party will be liable for the actions or inactions of any such person whose services are so employed, and no delegation or assignment to an OpCo Exit Term Lender Affiliate shall relieve such Commitment Party from its obligations hereunder to the extent that any OpCo Exit Term Lender Affiliate fails to satisfy the OpCo Exit Commitments hereunder at the time required.

This Commitment Letter may not be amended or waived except by an instrument in writing signed by you and each Commitment Party, except to amend Annex A to the OpCo Exit Term Sheet as otherwise described herein. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by facsimile or electronic transmission (e.g., "pdf" or

"tif") shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter (and the Restructuring Support Agreement and the agreements referenced in this Commitment Letter) set forth the entire understanding of the parties with respect to the OpCo Exit Facility, and replace and supersede all prior agreements and understandings (written or oral) related to the subject matter hereof. This Commitment Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York and the Bankruptcy Code, to the extent applicable.

You and we hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York (or if such court does not have jurisdiction, any state court or Federal court located in the Borough of Manhattan), any appellate court from any thereof, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of the OpCo Chapter 11 Cases may be heard and determined in the Bankruptcy Court and any other Federal court having jurisdiction over the OpCo Chapter 11 Cases from time to time, over any suit, action or proceeding arising out of or relating to the transactions contemplated hereby, this Commitment Letter or the performance of services hereunder or thereunder. Notwithstanding the foregoing consent to jurisdiction in United States District Court for the Southern District of New York, upon the commencement of the OpCo Chapter 11 Cases, each of the parties hereto agrees that, if the OpCo Chapter 11 Cases are pending, the Bankruptcy Court shall have exclusive jurisdiction over all matters arising out of or relating to the transactions contemplated hereby, this Commitment Letter or the performance of services hereunder or thereunder. You and we agree that service of any process, summons, notice or document by registered mail addressed to you or us shall be effective service of process for any suit, action or proceeding brought in any such court. You and we hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in any inconvenient forum. You and we hereby irrevocably agree to waive trial by jury in any suit, action, proceeding, claim or counterclaim brought by or on behalf of any party related to or arising out of this Commitment Letter or the performance of services hereunder or thereunder.

Each of the Commitment Parties hereby notifies you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "PATRIOT Act"), it is required to obtain, verify and record information that identifies the OpCo Debtors, which information includes names, addresses, tax identification numbers and other information that will allow such Commitment Party (and any lender under the OpCo Exit Facility) to identify the OpCo Debtors in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for the Commitment Parties and any lender under the OpCo Exit Facility.

The indemnification, expense reimbursement, jurisdiction, confidentiality, governing law, sharing of information, no agency or fiduciary duty, waiver of jury trial, service of process and venue provisions contained herein shall remain in full force and effect regardless of whether the OpCo Exit Facility Documents shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the OpCo Exit Commitments; *provided* that your obligations under this Commitment Letter (other than your obligations with respect to confidentiality) shall automatically terminate and be superseded by the provisions of the OpCo Exit Facility Documents upon the initial funding thereunder, and you shall automatically be released from all liability in connection therewith at such time, in each case to the extent any of the OpCo Exit Facility Documents has comparable provisions with comparable coverage.

You and we hereby agree that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter herein; it being acknowledged and agreed that the funding of the OpCo Exit Facility is subject solely to the conditions specified in Section 5 herein. Each of the Commitment Parties and you will use their commercially reasonable efforts to promptly prepare, negotiate and finalize the OpCo Exit Facility Documents as contemplated by the OpCo Exit Term Sheet.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter by returning to us executed counterparts of this Commitment Letter no later than 11:59 p.m. New York City time, on June 8, 2023. This offer will automatically expire if we have not received such executed counterparts in accordance with the preceding sentence. In addition, the commitment and agreements of the Commitment Parties hereunder shall expire (the date of such expiration, the "Termination Date") automatically upon the occurrence of any of the following unless waived by the Required OpCo Backstop Lenders (by email or otherwise): (i) if you have not commenced the OpCo Chapter 11 Cases by the applicable date set forth in the Restructuring Support Agreement (as such date may be extended under the terms of the Restructuring Support Agreement) or (ii) upon the termination of the Restructuring Support Agreement in accordance with its terms, unless, in each case, prior to such time, the OpCo Exit Facility Effective Date shall have occurred and Lucky Bucks shall have paid to the Commitment Parties the Fees that are specified in this Commitment Letter to be due on or prior to the OpCo Exit Facility Effective Date.

[Remainder of this page intentionally left blank]

WILMINGTON SAVINGS FUND SOCIETY, FSB, as OpCo Exit Agent

By: _____
Name: John McNichol
Title: Assistant Vice President

Accepted and agreed to as of the date first above written:

LUCKY BUCKS, LLC

By: _____
Name: Jamie Boyden
Title: EVP, Business Development

LUCKY BUCKS HOLDCO, LLC

By: _____
Name: Jamie Boyden
Title: Manager

EXHIBIT A

OPCO EXIT TERM SHEET

See attached.

EXECUTION VERSION

LUCKY BUCKS, LLC

$104,500,000 SENIOR SECURED OPCO EXIT FACILITY

TERM SHEET

The terms set forth in this Summary of Principal Terms and Conditions (the "Term Sheet") are being provided on a confidential basis as part of a comprehensive proposal, each element of which is consideration for the other elements and an integral aspect of the proposed OpCo Exit Facility (as defined below).

*All capitalized terms used and not defined herein shall have the meaning assigned to such term under the Senior Secured Superpriority OpCo Debtor in Possession Credit Facility Term Sheet, attached as Exhibit C to the Restructuring Support Agreement (the "Restructuring Support Agreement") to which this Term Sheet is appended (the "OpCo DIP Term Sheet") or the supplemental implementation term sheet attached as Exhibit A to the Restructuring Support Agreement (the "**Supplemental Implementation Term Sheet**").*

SUMMARY OF PRINCIPAL TERMS AND CONDITIONS

OPCO BORROWER:	Lucky Bucks, LLC, a Georgia limited liability company (the "OpCo Borrower").
OPCO GUARANTOR:	(i) Lucky Bucks HoldCo, LLC, a Delaware limited liability, or (ii) if different, the direct parent company of the OpCo Borrower (the "OpCo Guarantor"). The OpCo Borrower and the OpCo Guarantor are referred to herein as "OpCo Loan Parties" and each, an "OpCo Loan Party". All obligations of the OpCo Borrower under the OpCo Exit Facility will be unconditionally guaranteed by the OpCo Guarantor.
OPCO EXIT AGENT:	The OpCo DIP Agent or another agent reasonably acceptable to the OpCo Borrower and the Required First-Out Priority Exit Lenders (in such capacity, the "OpCo Exit Agent").
OPCO EXIT TERM LENDERS:	The lenders under the OpCo Exit Facility (as defined below) shall consist of (i) with regard to the First-Out Priority Exit Term Loans (as defined below), each of the OpCo DIP Lenders (in such capacity, the "First-Out Priority Exit Term Lenders") and (ii) with regard to the Second-Out Priority Exit Term Loans (as defined below), the OpCo DIP Lenders holding the corresponding Rolled Term Loans (the "Second-Out Priority Exit Term Lenders" and, together with the First-Out Priority Exit Term Lenders, the "OpCo Exit Term Lenders").
OPCO EXIT FACILITY:	A senior secured first lien exit term loan facility in an aggregate principal amount of $104,500,000 (the "OpCo Exit Facility"), consisting of (i) subject to adjustment as described below, up to $43,000,000 of new money term loans (the "First-Out Priority Exit Term Loans", and the commitments in respect thereof, the "OpCo Exit Commitments") and (ii) $61,500,000 of term loans resulting

	from the automatic conversions of an equal portion of the Rolled Term Loans (the "Second-Out Priority Exit Term Loans" and, together with the First-Out Priority Exit Term Loans, the "OpCo Exit Term Loans"), in each case, subject to the satisfaction of the conditions set forth under the "Conditions Precedent to the Closing" section set forth below. Once borrowed and repaid, the OpCo Exit Term Loans may not be reborrowed. The OpCo Exit Commitments will be backstopped by the OpCo Backstop Lenders in the amounts set forth on Annex A hereto. In no event will the OpCo Exit Commitments exceed $43,000,000 in the aggregate. However, to the extent the actual amount of professional fees paid in cash with respect to the OpCo Chapter 11 Cases after the Petition Date and on or prior to the OpCo Plan Effective Date (including cash payments into escrow in respect of accrued professional fees that will be payable to the applicable professionals pursuant to future fee applications to the extent approved by the Bankruptcy Court) is less than $36,000,000 (the amount of such difference, the "Professional Fee Delta"), then the OpCo Exit Commitments will be reduced pro rata on a dollar-for-dollar basis in the amount of the Professional Fee Delta (provided that in no event will such reduction cause the OpCo Loan Parties' opening cash balance on the OpCo Exit Facility Effective Date, on a pro forma basis, to be less than $3,000,000), and holders of Prepetition OpCo First Lien Claims will receive an increased amount of the Second-Out Priority Exit Term Loans equal to the amount of the reduction of the OpCo Exit Commitments. Moreover, to the extent any portion of the Initial Consulting Fees is not payable as a result of any consulting agreement not being in full force and effect as of the OpCo Plan Effective Date, then the OpCo Exit Commitments similarly will be reduced pro rata on a dollar-for-dollar basis in the amount of such unpaid Initial Consulting Fees, and holders of Prepetition OpCo First Lien Claims will receive an increased amount of the Second-Out Priority Exit Term Loans equal to the amount of the reduction of the OpCo Exit Commitments. The Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders, as defined in the Restructuring Support Agreement) may elect to reverse or modify the foregoing reductions so long as (i) the OpCo Exit Commitments do not exceed $43,000,000 and (ii) on a pro forma basis, the OpCo Loan Parties' opening cash balance on the OpCo Exit Facility Effective Date is not in excess of $5,000,000.
USE OF PROCEEDS:	The proceeds of the First-Out Priority Exit Term Loans may be used only for the following purposes: (i) to pay reasonable and documented transaction costs, fees and expenses that are incurred in connection with the OpCo Exit Facility, the Restructuring and the OpCo Chapter 11 Cases, (ii) to refinance in full any outstanding OpCo DIP Loans, which may be effectuated via a cashless deemed refinancing of the OpCo DIP Loans and (iii) for

	working capital and general corporate purposes of the OpCo Loan Parties. No proceeds of the OpCo Exit Facility may be distributed by the OpCo Loan Parties to, or used by the OpCo Loan Parties for the benefit of, Lucky Bucks Holdings LLC ("Holdings") or any non-OpCo Loan Party affiliates of Holdings, including, in each case, for payment of any professional fees or any costs or expenses, except for payments of the Consulting Fees (as defined in the Supplemental Implementation Term Sheet) and as otherwise approved in advance by Supermajority OpCo Exit Term Lenders (as defined below). Moreover, no proceeds of the OpCo Exit Facility may be used to pay any fees and expenses associated with any official committee of unsecured creditors appointed in the OpCo Chapter 11 Cases, and payment of such fees and expenses shall be the sole responsibility of Holdings.
TERM:	The First-Out Priority Exit Term Loans will mature on the earlier of the date that is (i) five years after the OpCo Exit Facility Effective Date and (ii) the date all OpCo Exit Term Loans become due and payable under the OpCo Exit Credit Agreement (as defined below), whether by acceleration or otherwise. The Second-Out Priority Exit Term Loans will mature on the earlier of the date that is (i) six years after the OpCo Exit Facility Effective Date[1] and (ii) the date all OpCo Exit Term Loans become due and payable under the OpCo Exit Credit Agreement, whether by acceleration or otherwise.
AMORTIZATION:	One percent (1.00%) per annum, payable quarterly.
OPCO EXIT FACILITY DOCUMENTS:	The OpCo Exit Facility will be documented by a Credit Agreement (the "OpCo Exit Credit Agreement") and a guarantee agreement, a security agreement and other relevant documentation (together with the OpCo Exit Credit Agreement, collectively, the "OpCo Exit Facility Documents") reflecting the terms and provisions set forth in this Term Sheet and otherwise in form and substance reasonably satisfactory to the OpCo Borrower, the OpCo Exit Agent and the Required Consenting Lenders (as defined in the Restructuring Support Agreement) (in consultation with the Consenting RC Ad Hoc Group Lenders (as defined in the Restructuring Support Agreement)), it being understood that such OpCo Exit Facility Documents shall be based on the Prepetition OpCo First Lien Credit Agreement and the other Loan Documents (as defined in the Prepetition OpCo First Lien Credit Agreement), subject to changes that restore certain baskets, exceptions, qualifications and limitations consistent with the original

[1] Subject to adjustment to ensure that Second-Out Priority Exit Term Loans are not applicable high yield debt obligations ("AHYDO") for US federal income tax purposes.

	Prepetition OpCo First Lien Credit Agreement (before giving effect to the Third Amendment) solely with reasonable business purposes (collectively, the "Documentation Principles").
SECURITY AND PRIORITY:	All obligations of the OpCo Borrower and the OpCo Guarantor to the OpCo Exit Term Lenders and to the OpCo Exit Agent, including, without limitation, all principal, accrued interest, costs, and fees (collectively, the "Obligations"), shall be secured by first priority liens on all Collateral (as defined below), subject only to permitted liens. The property securing the Obligations is collectively referred to as the "Collateral" and shall include, without limitation, but subject to customary exceptions consistent with the Documentation Principles, all present and after acquired property (whether tangible, intangible, real, personal or mixed) of the OpCo Loan Parties, wherever located, including, without limitation, all accounts, deposit accounts, cash and cash equivalents, inventory, equipment, capital stock in subsidiaries of the OpCo Loan Parties, investment property, instruments, chattel paper, owned real estate, leasehold interests (it being understood that no leasehold mortgages will be required), contracts, patents, copyrights, trademarks and other general intangibles and all products and proceeds thereof.
PREMIUMS AND FEES:	The OpCo Loan Parties shall pay the following premiums and fees: (a) to the OpCo Backstop Lenders, on a pro rata basis in accordance with their initial OpCo Exit Commitments, 5.00% of the aggregate principal amount of such new money OpCo Exit Commitments (the "OpCo Exit Backstop Premium"), payable in cash on the initial OpCo Exit Commitments held by the OpCo Backstop Lenders in respect of the First-Out Priority Exit Term Loans in excess of the amount of the First-Out Priority Exit Term Loans used to refinance outstanding OpCo DIP Loans, earned upon execution of the commitment letter to which this Term Sheet is attached (the "OpCo Exit Commitment Letter") and payable solely upon the occurrence of the OpCo Exit Facility Effective Date; (b) to the First-Out Priority Exit Term Lenders, on a pro rata basis in accordance with their OpCo Exit Commitments, 4.00% of the aggregate principal amount of the new money OpCo Exit Commitments (the "OpCo Exit Commitment Premium"), payable in cash on the OpCo Exit Commitments in respect of the First-Out Priority Exit Term Loans in excess of the amount of the First-Out Priority Exit Term Loans used to refinance outstanding OpCo DIP Loans, earned upon execution of the OpCo Exit Commitment

	Letter and payable solely upon the occurrence of the OpCo Exit Facility Effective Date; (c) to the OpCo Exit Agent, an agency fee as set forth in a letter agreement between the OpCo Exit Agent and the OpCo Borrower (the "OpCo Agency Fee" and, together with the OpCo Exit Backstop Premium and the OpCo Exit Commitment Premium, the "OpCo Exit Premiums and Fees"), payable in accordance with the terms of such letter agreement; and (d) any fronting or seasoning fees in connection with the fronting of the First-Out Priority Exit Term Loans. Any and all premiums and fees described above may be net-funded from the proceeds of any OpCo Exit Term Loans borrowed concurrently with the payment thereof.
INTEREST:	At all times prior to the occurrence of an Event of Default (as defined below), interest on the outstanding principal amount of all (i) the First-Out Priority Exit Term Loans shall accrue at a rate *per annum* equal to the Adjusted Term SOFR Rate (including a 0.15% credit spread adjustment) plus 7.50% *per annum*, subject to a 1.00% SOFR floor, and (ii) the Second-Out Priority Exit Term Loans shall accrue at a rate *per annum* equal to the Adjusted Term SOFR Rate (including a 0.15% credit spread adjustment) plus 7.50% *per annum*, subject to a 1.00% SOFR floor. Interest on the First-Out Priority Exit Term Loans shall be payable in cash at the end of each interest period and for interest periods greater than three months, every three months. Interest on the Second-Out Priority Exit Term Loans shall be payable in cash at the end of each interest period and for interest periods greater than three months, every three months. Notwithstanding the foregoing, the OpCo Borrower may elect to pay up to 5.00% *per annum* of such interest in respect of the Second-Out Priority Exit Term Loans in kind by capitalizing such interest and adding such amount to the then-outstanding principal amount of the Second-Out Priority Exit Term Loans.[2] Interest shall be calculated on the basis of the actual number of days elapsed in a 360 day year.
DEFAULT INTEREST:	During the continuance of an Event of Default, at the election of the Required Lenders (or automatically upon a payment or insolvency Event of Default), the OpCo Exit Term Loans will bear interest at an additional 2.00% *per annum* and any other Obligations (including interest and fees) will bear interest at the

[2] Subject to adjustment on timing (but, for the avoidance of doubt, not amount) to ensure that Second-Out Priority Exit Term Loans are not AHYDO for US federal income tax purposes.

	applicable non-default interest rate plus an additional 2.00% *per annum*. Default interest shall be payable in cash on demand.
MANDATORY PREPAYMENTS:	Subject to the "Application of Prepayments" section set forth below, mandatory prepayments of the OpCo Exit Term Loans shall be required with (i) 100% of net cash proceeds from (A) non-ordinary course sales or other dispositions of assets in excess of $5,000,000 per year (which materiality threshold will apply in the aggregate to both asset sales and casualty events proceeds), subject to exceptions to be agreed; (B) casualty events in excess of $5,000,000 per year (which materiality threshold will apply in the aggregate to both asset sales and casualty events proceeds), subject to exceptions to be agreed; (C) any sale or issuance of debt (other than permitted debt); and (D) extraordinary receipts (including certain tax refunds, indemnity payments and insurance proceeds not included as proceeds of casualty events) in excess of $5,000,000 per year; and (ii) 75% of excess cash flow, to the extent pro forma liquidity would be at least $10,000,000. The mandatory prepayment events described in the foregoing clauses (i)(A), (B) and (D) shall be subject to the right of the OpCo Borrower and its subsidiaries to reinvest (or commit to reinvest) proceeds of asset sales, casualty events and extraordinary receipts in assets used or useful in the business of the OpCo Borrower within 120 days and, if so committed to reinvestment, reinvested no later than 120 days after the end of such initial 120-day period; *provided* that, in the case of asset sale proceeds, not more than $10,000,000 may be so reinvested during the term of the OpCo Exit Credit Agreement; *provided, further*, that to the extent any proceeds of asset sales or casualty events relate to Collateral, such proceeds shall be reinvested in Collateral. Once prepaid through a mandatory prepayment, the OpCo Exit Term Loans may not be reborrowed.
OPTIONAL PREPAYMENTS:	Subject to the "Application of Prepayments" section set forth below, the OpCo Loan Parties may prepay in full or in part the OpCo Exit Term Loans without penalty or premium, subject to customary notice periods and payment of breakage costs. Once prepaid through an optional prepayment, the OpCo Exit Term Loans may not be reborrowed.
APPLICATION OF PREPAYMENTS:	Voluntary and mandatory payments or prepayments and proceeds of Collateral received by the OpCo Borrower or the OpCo Guarantor will, subject to other intercreditor arrangements to be agreed, be applied first, ratably to the First-Out Priority Exit Term Loans (which shall be first-out in right of payment) and then, ratably to the Second-Out Priority Exit Term Loans (which shall be second-out in right of payment).

CONDITIONS PRECEDENT TO THE CLOSING:	The closing date (the "OpCo Exit Facility Effective Date") under the OpCo Exit Facility shall be subject to the conditions set forth on Annex B attached hereto.
REPRESENTATIONS AND WARRANTIES:	The OpCo Exit Facility Documents will contain representations and warranties customarily found in loan agreements for similar exit financings and consistent with the Documentation Principles (which will be applicable to the OpCo Loan Parties and their respective subsidiaries and subject to certain exceptions and qualifications to be agreed in accordance with the Documentation Principles).
FINANCIAL COVENANT:	The OpCo Borrower shall maintain a Consolidated Total Net Leverage Ratio (to be defined in the OpCo Exit Facility Documents consistent with the Documentation Principles) at levels to be agreed for any trailing four quarter period, which financial covenant shall apply solely for the benefit of the First-Out Priority Exit Term Loans and shall be subject to equity cure provisions usual and customary for facilities of this type and in accordance with the Documentation Principles. Any waiver, amendment or other modification of the financial covenant shall solely require the vote of the Required First-Out Priority Exit Term Lenders, and any breach of the financial covenant shall not result in an Event of Default for the benefit of the Second-Out Priority Exit Term Loans unless and until the First-Out Priority Exit Term Loans have been accelerated.
AFFIRMATIVE COVENANTS AND NEGATIVE COVENANTS:	The OpCo Exit Facility Documents will contain usual and customary affirmative covenants and negative covenants customarily found in loan documents for similar exit financings and in accordance with the Documentation Principles, including, without limitation, (i) reporting covenants requiring the delivery of items set forth under the "Reporting Covenants" section below and (ii) an affirmative covenant to obtain a private rating (but not any specific rating) with S&P or Moody's within 60 days after the OpCo Exit Facility Effective Date. Other than indebtedness incurred under certain customary exceptions, no other debt shall be permitted to be secured on a senior basis to or on a *pari passu* basis with the Obligations.
REPORTING COVENANTS:	The OpCo Exit Facility Documents shall require the OpCo Borrower to deliver the following to the OpCo Exit Agent, for further delivery to the OpCo Exit Term Lenders: (i) monthly unaudited financial statements by not later than the thirtieth (30th) calendar day after the end of each month, commencing after the OpCo Exit Facility Effective Date; (ii) quarterly unaudited financial statements by not later than the sixtieth (60th) calendar day after the end of each fiscal quarter

	(other than the end of a fiscal year), commencing after the OpCo Exit Facility Effective Date; (iii) annual audited financial statements by not later than the one hundred twentieth (120th) calendar day after the end of each fiscal year; (iv) a compliance certificate, concurrently with delivery of quarterly and annual financial statements delivered pursuant to clauses (ii) and (iii) above; (v) an annual budget by not later than the ninetieth (90th) calendar day after the end of the previous fiscal year; (vi) monthly key performance indicator reports, including key performance indicators mutually agreed in accordance with the Documentation Principles; and (vii) prompt written notice of material events usual and customary for similar exit financings and consistent with the Documentation Principles, including prompt notice of any default or Event of Default or receipt of any material notice from the Georgia Lottery Corporation.
EVENTS OF DEFAULT:	The OpCo Exit Facility Documents will contain events of default usual and customary for similar exit financings and consistent with the Documentation Principles (each, an "Event of Default").
INDEMNIFICATION AND EXPENSES:	Subject to limitations consistent with the indemnification provision set forth in the OpCo Exit Commitment Letter, the OpCo Loan Parties will indemnify the OpCo Exit Agent, the OpCo Exit Term Lenders, their respective affiliates, successors and assigns and the officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing (each, an "Indemnified Person") and hold them harmless from and against all costs, expenses (including reasonable and documented fees, disbursements and other charges of outside counsel) and liabilities of such Indemnified Person arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Indemnified Person is a party thereto and regardless of whether such matter is initiated by a third party or by the OpCo Borrower or any of its affiliates) that relates to the OpCo Exit Facility or the transactions contemplated thereby. In addition, (a) on the OpCo Exit Facility Effective Date, the OpCo Borrower shall pay all reasonable and documented professional fees, costs and expenses of the OpCo Exit Agent and the OpCo Exit Term Lenders relating to the OpCo Exit Facility incurred as of the OpCo Exit Facility Effective Date (including, without limitation, fees and disbursements of counsel and advisors

	allocated to the OpCo Chapter 11 Cases, including, but not limited to, the fees, costs and expenses of Akin Gump Strauss Hauer & Feld, LLP, Greenhill & Co., LLC, OnMessage Public Strategy (OMPS), Robbins Alloy Belinfante Littlefield LLC, Cole Schotz PC, Prairie Peak LLC, ArentFox Schiff LLP, Potter Anderson & Corroon LLP and Latham & Watkins LLP), and (b) thereafter, the OpCo Borrower shall pay all reasonable and documented professional fees, costs and expenses of the OpCo Exit Agent and the OpCo Exit Term Lenders relating to the OpCo Exit Facility (limited, in the case of legal fees, to (x) one outside counsel for the OpCo Exit Agent, (y) one outside counsel for the OpCo Exit Term Lenders, taken as a whole, and (z) such local counsel and regulatory counsel as the OpCo Exit Agent and the OpCo Exit Term Lenders together shall deem reasonably necessary and advisable), including, without limitation, with respect to (i) the preparation of any amendments, modifications or waivers in respect thereof, (ii) the administration thereof and (iii) the enforcement or protection of rights in connection with the OpCo Exit Facility or the documentation in respect thereof).
ASSIGNMENTS AND PARTICIPATIONS:	Assignments under the OpCo Exit Facility are subject to the consent of the OpCo Exit Agent (subject to customary exceptions, and which consent shall not be unreasonably withheld or delayed) and the OpCo Borrower (except during the continuance of a payment, financial covenant or bankruptcy Event of Default). No participation shall include voting rights, other than for matters requiring consent of 100% of the OpCo Exit Term Lenders.
REQUIRED LENDERS UNDER THE OPCO EXIT FACILITY:	"Required Lenders" shall mean, at any date, OpCo Exit Term Lenders holding at least 50.1% of the outstanding OpCo Exit Term Loans under the OpCo Exit Facility. "Required First-Out Priority Exit Term Lenders" shall mean, at any date, First-Out Priority Exit Term Lenders holding at least 50.1% of the outstanding First-Out Priority Exit Term Loans under the OpCo Exit Facility. "Supermajority OpCo Exit Lenders" shall mean, at any date, OpCo Exit Term Lenders holding at least 66 and 2/3% of the outstanding OpCo Exit Term Loans under the OpCo Exit Facility.
AMENDMENTS; MODIFICATIONS; WAIVERS OR CONSENTS:	Except as otherwise provided herein, any amendment or other modification to the OpCo Exit Facility Documents, and any waiver or consent required or permitted by the OpCo Exit Facility Documents, shall be required to be approved by the Required Lenders, except that any amendment or modification to, or waiver or consent in respect of, usual and customary provisions that require approval by each affected OpCo Exit Term Lender or all OpCo Exit Term Lenders, as applicable (which provisions shall include, for the avoidance of doubt, protections in respect of (x) the pro rata sharing, (y) waterfall priority and (z) subordination),

	shall require approval by each affected OpCo Exit Term Lender or all OpCo Exit Term Lenders, as applicable; *provided* that any amendment to the section above titled "Use of Proceeds" may only be effected with the written consent of Supermajority OpCo Exit Term Lenders.
MISCELLANEOUS:	The OpCo Exit Facility Documents will include (i) standard yield protection provisions (including, without limitation, provisions relating to compliance with risk-based capital guidelines, increased costs and payments free and clear of withholding taxes (subject to customary qualifications)), (ii) waivers of consequential damages and jury trial, and (iii) customary agency, set-off and sharing language consistent with the Documentation Principles.
GOVERNING LAW AND SUBMISSION TO NON-EXCLUSIVE JURISDICTION:	State of New York

Annex A

Initial OpCo Exit Commitments of OpCo Backstop Lenders

(redacted)

Annex B

The OpCo Exit Facility Effective Date shall be subject to the following conditions:

(i) There shall exist no default under the OpCo Exit Facility Documents;

(ii) The representations and warranties of the OpCo Borrower and the OpCo Guarantor in the OpCo Exit Facility Documents shall be true and correct in all material respects (or in the case of representations and warranties with a "materiality" qualifier, true and correct in all respects) immediately prior to, and after giving effect to, the OpCo Exit Facility;

(iii) The Required Consenting Lenders' satisfaction with the approval by the Bankruptcy Court (as defined in the Restructuring Support Agreement) (in consultation with the Consenting RC Ad Hoc Group Lenders), with (i) the OpCo Exit Facility and all definitive documentation in connection therewith consistent with this Term Sheet and in form and substance reasonably satisfactory to the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) and (ii) all actions to be taken, undertakings to be made and obligations to be incurred by the OpCo Debtors (as defined in the Restructuring Support Agreement) in connection with the OpCo Exit Facility and all liens and other security to be granted by the OpCo Debtors in connection with the OpCo Exit Facility (all such approvals to be evidenced by the entry of an order by the Bankruptcy Court which is in full force and effect and has not been stayed or modified and is satisfactory in form and substance to the Required Consenting Lenders in their discretion (in consultation with the Consenting RC Ad Hoc Group Lenders), which order shall, among other things, approve the payment by the OpCo Debtors of all of the fees that are provided for in, and the other terms of, this Term Sheet);

(iv) Since the Petition Date, there has not been (i) any fact, event, change, effect, development, circumstance or occurrence that, individually or together with any other fact, event, change, effect, development, circumstance or occurrence, has had or could reasonably be expected to have a material and adverse effect on the financial condition, business, assets, liabilities or results of operations of the OpCo Borrower or (ii) any fact, event, change, effect, development, circumstance or occurrence that, individually or together with any other fact, event, change, effect, development, circumstance or occurrence, has had or could reasonably be expected to have a material and adverse effect on (A) the ability of the OpCo Borrower or the other OpCo Loan Parties to perform their respective obligations under the loan agreement, guarantees and security documents relating to the OpCo Exit Facility or any other OpCo Exit Facility Documents or (B) the ability of the OpCo Exit Agent and/or the OpCo Exit Term Lenders to enforce their rights and remedies under the OpCo Exit Facility Documents, in each case, other than the pendency of the OpCo Chapter 11 Cases and the consequences thereof (in each case, a "Material Adverse Change");

(v) Execution and delivery of definitive documentation evidencing the OpCo Exit Facility, which shall be substantially consistent with this Term Sheet and otherwise consistent with the Documentation Principles;

(vi) All fees and expenses (including, without limitation, as set forth in the portions of the Term Sheet titled "Premiums and Fees" and "Indemnification and Expenses") payable to or for the benefit of the OpCo Exit Agent and the OpCo Exit Term Lenders pursuant to the OpCo Exit Facility Documents or the Restructuring Support Agreement shall have been paid to the extent due;

(vii) The OpCo Exit Agent and the OpCo Exit Term Lenders shall have received (a) customary legal opinion(s) with respect to the OpCo Loan Parties and the OpCo Exit Facility Documents from counsel to the OpCo Loan Parties in form and substance reasonably satisfactory to the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders), (b) evidence of authorization of the OpCo Loan Parties to execute, deliver and perform their respective obligations under the OpCo Exit Facility Documents, (c) customary officer's and secretary's certificates, (d) good standing certificates (to the extent applicable), (e) a solvency certificate from the OpCo Borrower's chief financial officer or treasurer (or another responsible officer with equivalent duties) in form and substance reasonably satisfactory to the Required Consenting Lenders (in consultation with the Consenting RC Ad Hoc Group Lenders) and (f) a customary notice of borrowing;

(viii) All documents and instruments required to create and perfect the OpCo Exit Agent's security interest in the Collateral (free and clear of all liens, subject to customary exceptions to be agreed upon) shall have been executed (if applicable) and delivered and, if applicable, be in proper form for filing, and execution of a guarantee by the OpCo Guarantor consistent with the Documentation Principles, which shall be in full force and effect;

(ix) Each OpCo Exit Term Lender having received all documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations;

(x) There shall exist no action, suit, investigation, litigation or proceeding pending or (to the knowledge of the OpCo Loan Parties) threatened in any court or before any arbitrator or governmental instrumentality (other than the OpCo Chapter 11 Cases and any action, suit, investigation or proceeding arising from the commencement and continuation of the OpCo Chapter 11 Cases or the consequences that would normally result from the commencement and continuation of the OpCo Chapter 11 Cases) that is not stayed or could reasonably be expected to result in a Material Adverse Change;

(xi) All governmental and third party consents and approvals necessary in connection with the OpCo Exit Facility and the transactions contemplated thereby shall have been obtained and shall remain in effect; and the making of the loans under the OpCo Exit Facility shall not violate any material applicable requirement of law and shall not be enjoined temporarily, preliminarily or permanently;

(xii) The confirmation order for the OpCo Plan (as defined in the Restructuring Support Agreement) shall be entered in form and substance reasonably satisfactory to the Required Consenting Lenders;

(xiii) The effective date of the OpCo Plan shall have occurred; and

(xiv) The Restructuring Support Agreement shall be in full force and effect and the OpCo Debtors (as defined in the Restructuring Support Agreement) shall be in compliance with the Restructuring Support Agreement as of the OpCo Exit Facility Effective Date, and the conditions to the Restructuring (as defined in the Restructuring Support Agreement) as set forth in the Restructuring Support Agreement, including, without limitation, the consummation of the Lender Equity Allocation (as defined in the Plan), shall have been satisfied or waived in accordance with the terms thereof.

Exhibit E to RSA
Holdings Settlement Agreement

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "**Settlement Agreement**") is made by and among: (i) Lucky Bucks Holdings LLC, a Delaware limited liability company ("**Holdings**"), as debtor and debtor in possession; and (ii) each of the following, to the extent that such Person (as defined below) has executed and delivered signature pages in accordance with Section 6: TCFIII Luck Acquisition LLC, a Delaware limited liability company ("**Luck Acquisition**"), TCFIII Luck SPV LP, a Delaware limited partnership ("**Luck SPV**" and together with Luck Acquisition, collectively, the "**TCFIII Entities**"), Lucky Bucks Ventures, Inc., a Georgia corporation ("**LBVI**"), Seven Aces Holdings ULC, a British Columbia unlimited liability company ("**Seven Aces**"), 2786692 ONTARIO INC., an Ontario corporation ("**Ontario**"), Ryan C Bouskill Professional Corporation, an Ontario corporation ("**RCB**"), Stephanie Polito ("**Polito**"), Shafik Kassam ("**Kassam**"), and James Boyden ("**Boyden**") (all of the foregoing Persons in this clause (ii) are collectively referred to herein as the "**Potential Defendants**" and each is individually referred to herein as a "**Potential Defendant**" and, upon executing and delivering signature pages in accordance with Section 6, each such Potential Defendant will become a "**Potential Defendant Party**" and all such Potential Defendants who so execute and deliver their respective signature pages in accordance with Section 6 are collectively referred to herein as the "**Potential Defendant Parties**"). Holdings and the Potential Defendant Parties are referred to hereinafter collectively as the "**Parties**," and each a "**Party**."

Recitals

WHEREAS, on the date hereof (the "**Petition Date**"), Holdings, along with Lucky Bucks, LLC, a Georgia limited liability company ("**Lucky Bucks**"), Lucky Bucks HoldCo, LLC, a Delaware limited liability company ("**HoldCo**" and together with Holdings and Lucky Bucks, collectively, the "**Debtors**"[1]), will commence with the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") voluntary cases (the "**Bankruptcy Cases**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**");

WHEREAS, the Debtors anticipate that they will be authorized to continue to operate their businesses as debtors in possession, and that no trustee or examiner will be appointed in the Bankruptcy Cases;

WHEREAS, in November 2021 and January 2022, Holdings made certain distributions totaling approximately $237.7 million (the "**Prepetition Distributions**") that were directly and/or indirectly received by the Potential Defendants, among others;

WHEREAS, the board of managers of Holdings appointed an independent manager (the "**Independent Manager**") to, among other things, investigate any Claims (as defined below) that Holdings may have against any of the Potential Defendants or any of the other Released Parties (as defined below) related to the Prepetition Distributions (including, without limitation, fraudulent transfer claims);

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[1] The last four digits of each Debtor's federal identification number are: (i) Lucky Bucks, LLC (4376); (ii) Lucky Bucks HoldCo, LLC (0081), and (iii) Lucky Bucks Holdings LLC (3221). The Debtors' primary mailing address is 5820 Live Oak Parkway, Suite 300, Norcross, Georgia 30093.

WHEREAS, the Independent Manager is authorized to make recommendations to the board of managers of Holdings regarding the prosecution, settlement and abandonment of any Claims belonging to Holdings against any of the Potential Defendants or any of the other Released Parties (whether relating to any of the Prepetition Distributions or otherwise);

WHEREAS, the Independent Manager conducted an independent investigation regarding all Claims related to the Prepetition Distributions and was supported by competent legal and financial advisors (the "**Investigation**");

WHEREAS, as of the Petition Date, (i) Holdings is the sole owner of and has the sole authority to dismiss and release any and all Released Claims (as defined below); (ii) none of the Released Claims have been sold, assigned, in any way encumbered, or otherwise transferred, in whole or in part, to any other Person, other than as currently contemplated with respect to that anticipated two-tranche Debtor-in-Possession Credit Facility among Holdings (as borrower), TCFIII Luck Holdings LLC, a Delaware limited liability company ("**TCFIII Luck**") as lender and agent (the "**TCFIII DIP Facility**") and Lucky Bucks as lender (the "**Lucky Bucks DIP Facility**" and together with the TCFIII DIP Facility, the "**Holdings DIP Facility**"); (iii) no Person (other than Holdings) holds or has the right to pursue any Released Claims; and (iv) Holdings has obtained all necessary approvals to enter into this Settlement Agreement (subject to Bankruptcy Court approval);

WHEREAS, the Parties engaged in good-faith, arm's-length settlement negotiations;

WHEREAS, as a result of such negotiations, the Parties have reached this Settlement Agreement, under which they desire to settle and compromise all Released Claims that were or could have been asserted by Holdings against any of the Potential Defendant Parties or any of the other Released Parties, on the terms and subject to the conditions set forth herein, to, among other things, avoid the cost and uncertainty of litigation;

WHEREAS, on the date hereof, the Debtors will file their chapter 11 plan (as the same may be amended from time to time, the "**Plan**"); and

NOW THEREFORE, for and in consideration of the covenants, representations, obligations, and releases set forth in this Settlement Agreement and other good and valuable consideration provided herein, the sufficiency of which is hereby acknowledged, each of the Parties, intending to be bound, agrees as follows:

1. **Recitals**. The Recitals above are contractual and are incorporated by reference as though fully set forth herein. For purposes of this Settlement Agreement, (a) "**Affiliate**" means, with respect to a particular Person, any other Person controlling, controlled by or under common control with such particular Person; (b) "**control**" means, with respect to any Person, the possession, directly or indirectly, of the power to direct the management and policies of such Person whether through the ownership of voting securities, by contract or otherwise; and (c) "**Person**" means any individual, limited liability company, unlimited liability company, partnership, joint venture, corporation, professional corporation, trust, unincorporated organization, other entity or any government or any department or agency thereof.

2. **Court Approval**. The effective date of this Settlement Agreement shall be the date of entry of the 9019 Order (as defined below) by the Bankruptcy Court ("**Settlement Effective Date**"). Holdings shall seek, and use commercially reasonable efforts to obtain and defend, approval of this Settlement Agreement pursuant to a motion seeking entry of an order pursuant to Section 105(a) of the Bankruptcy Code and Rule 9019 of the Federal Rules of Bankruptcy Procedure approving of this Settlement Agreement (the "**Bankruptcy Rules**" and such order is referred to herein as the "**9019 Order**") and shall request that such motion be heard prior to, or in conjunction with, the hearing to consider confirmation of the Plan. If such motion is denied by the Bankruptcy Court or the 9019 Order is reversed or vacated pursuant to a final, non-appealable order, then this Settlement Agreement shall automatically terminate and be null and void *ab initio*. During the period commencing on the Settlement Effective Date and ending on any termination of this Settlement Agreement pursuant to the immediately preceding sentence, Holdings shall not (and Holdings will cause all other Releasing Parties (as defined below), and undertake its best efforts to cause all other Persons who may seek to claim as, by, through or in relation to any of the Releasing Parties or any of the matters to be released by or on behalf of the Releasing Parties in this Settlement Agreement, not to) sue, or bring, assert or otherwise pursue against any Potential Defendant Party or any other Released Parties any Claim purported to be released pursuant to this Settlement Agreement. It is expressly understood and agreed that the immediately preceding sentence shall (i) automatically be superseded by Section 7 with respect to a particular Potential Defendant Party and all of such Potential Defendant Party's other Released Parties at the Payment Time relating to such Potential Defendant Party and (ii) otherwise be deemed inapplicable to a particular Potential Defendant Party (and all of such Potential Defendant Party's other Released Parties) if that Potential Defendant Party has failed to timely make a payment in accordance with Section 3.

3. **Payment**. Each Potential Defendant Party hereby agrees to pay, or have paid on such Potential Defendant Party's behalf, such Potential Defendant Party's portion of the Settlement Amount (as defined below) that is set forth across from such Potential Defendant Party's name on **Exhibit A** attached hereto (but subject in the case of each of the Potential Defendant Parties to the last two sentences of Section 4, as applicable). For each Potential Defendant Party (other than Luck Acquisition and Luck SPV), fifty percent (50%) of each payment shall be due on the later of (i) the effective date of the Lucky Bucks, LLC chapter 11 plan (the "**Opco Plan Effective Date**") and (ii) 10 days after the 9019 Order has become a Final Order (the date that such order becomes final, the "**Final Approval Date**"). The remaining balance of each payment from each such Potential Defendant Party shall be due no later than the later of (i) 90 days after the Opco Plan Effective Date and (ii) 10 days after the Final Approval Date. Such payments from Luck Acquisition and Luck SPV shall be due 10 days after the Final Approval Date. All payments shall be made by wire transfer to an account to be provided by Holdings on the Settlement Effective Date (but subject in the case of each of the Potential Defendant Parties to the last two sentences of Section 4, as applicable). "**Final Order**" means an order or judgment of the Bankruptcy Court, as entered on the docket in the Bankruptcy Case that has not been reversed, stayed, modified, or amended, and as to which the time to appeal, or seek certiorari or move for a new trial, reargument, or rehearing has expired according to applicable law and no appeal or petition for certiorari or other proceedings 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 timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought, or the new trial, reargument, or rehearing shall have been

denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; provided, however, that the possibility a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware, may be filed relating to such order shall not prevent such order from being a Final Order. "**Settlement Amount**" means $15,000,000.

4. **Debtor-in-Possession Funding Obligations.** In accordance with the anticipated Holdings DIP Facility and the proposed orders authorizing and approving Holdings' entry into the Holdings DIP Facility, which remains subject to Bankruptcy Court approval (the "**Holdings DIP Orders**"), TCFIII Luck and Lucky Bucks will have fully perfected *pari passu* senior secured liens on all of the assets of Holdings (other than with respect to any avoidance actions), provided that such security shall include liens on the proceeds and offspring of any Claims that Holdings may have against any of the Potential Defendants, any of the other Released Parties or any other Person (including, without limitation, the Settlement Amount). The aggregate amount owed to TCFIII Luck under the TCFIII DIP Facility immediately prior to the time that the TCFIII Entities make their payments under Section 3 shall automatically reduce on a dollar-for-dollar basis the portions of the Settlement Amount to be paid by the TCFIII Entities that are set forth on **Exhibit A** attached hereto as follows: 64.3685% of such dollar-for-dollar reduction shall be applied to the portion of the Settlement Amount to be paid by Luck Acquisition and 35.6315% of such dollar-for-dollar reduction shall be applied to the portion of the Settlement Amount to be paid by Luck SPV (or such other percentages as determined by TCFIII Luck and the TCFIII Entities), and such dollar-for-dollar reduction shall be in full and final satisfaction of TCFIII Luck's claims under the TCFIII DIP Facility. The aggregate amount owed to Lucky Bucks under the Lucky Bucks DIP Facility shall (i) automatically reduce on a dollar-for-dollar basis the portions of the Settlement Amount to be paid by each Potential Defendant Party (other than Luck Acquisition and Luck SPV) by or on behalf of which such amounts were funded and (ii) such dollar-for-dollar reduction shall be in full and final satisfaction of Lucky Bucks' claims under the Lucky Bucks DIP Facility.

5. **In the Event of a Breach by a Potential Defendant Party**. In the event of a breach of this Settlement Agreement by any Potential Defendant Party, such Potential Defendant Party's liability for such breach shall be several and not joint. For the avoidance of doubt, a Potential Defendant Party is not liable for another Potential Defendant Party's failure to make payment as required by Section 3 (but taking account of the last two sentences of Section 4 in the case of each of the Potential Defendant Parties, as applicable). Nothing in this Section 5 shall be construed to limit remedies available to Holdings in the event of a breach by a Potential Defendant Party.

6. **Joinder; No Admission of Liability**. A Potential Defendant may join and become a Potential Defendant Party that is bound to this Settlement Agreement by (i) executing and delivering its signature page to this Settlement Agreement to Holdings and (ii) executing and delivering to the Debtors a signature page to the Restructuring Support Agreement among the Debtors and the parties thereto, dated on or before the Petition Date, in each case of the immediately preceding clauses (i) and (ii), on or before the date that is six (6) business days after the Petition Date. Each of the Parties acknowledges and agrees that this Settlement Agreement is a compromise of the Released Claims, and neither the entering into of this Settlement Agreement, nor the performance of any of the obligations under this Settlement Agreement, shall be construed

as an admission of any wrongdoing or liability by any Party or that any Party has any liability to any other Party with respect to any of the Released Claims.

7. **Release**.

(a) Holdings' Release of Each Potential Defendant Party upon Payment. Upon a particular Potential Defendant Party's timely payment to Holdings in accordance with Section 3 of the entire amount of such Potential Defendant Party's portion of the Settlement Amount that is set forth across from such Potential Defendant Party's name on **Exhibit A** attached hereto (but taking account of the last two sentences of Section 4 in the case of each of the Potential Defendant Parties, as applicable) (the time of such timely payment in full by such Potential Defendant Party is referred to as the "**Payment Time**"), Holdings, on behalf of itself, its estate and each and all of its and its estate's respective past, present and future successors and assigns and each Person asserting a Claim released hereunder either through or on behalf of any of the foregoing Persons referred to above in this Section 7(a) (including Holdings' estate) (Holdings, its estate and all of the foregoing other Persons referred to above in this Section 7(a) are collectively referred to herein as the "**Releasing Parties**" and each is referred to herein individually as a "**Releasing Party**"), does hereby fully, unconditionally and irrevocably release, relieve, waive, relinquish, remise, acquit and forever discharge (i) such Potential Defendant Party, (ii) each past, present and future Affiliate of such Potential Defendant Party (other than the Debtors), (iii) each past, present and future direct or indirect equity holder of any Person referenced in either of the immediately preceding clauses (i) or (ii) and each past, present and future Affiliate (other than the Debtors) of each such equity holder, (iv) each past, present and future predecessor, successor, heir, executor, estate, administrator, nominee, personal representative, agent and assign of any Person referenced in any of the immediately preceding clauses (i) through (iii) and (v) each past, present and future attorney, agent, advisor, director, advisory board member, manager, general partner, committee member, principal, officer, direct or indirect equity holder, representative, control Person and employee of any Person referenced in any of the immediately preceding clauses (i) through (iv) (and each other Person with a functionally equivalent role of a Person holding such titles notwithstanding the lack of such title or any other title) and each of their respective past, present and future predecessors, successors, heirs, executors, estates, administrators, nominees, personal representatives, agents and assigns (all of the foregoing Persons referred to in the immediately preceding clauses (i) through (v) are collectively referred to herein as the "**Released Parties**" and each is referred to herein individually as a "**Released Party**") from, against and in respect of any and all past, present, and future claims, cross-claims, counterclaims, third-party claims, demands, liabilities, obligations, debts, liens, damages, losses, costs (including, without limitation, attorneys' fees and costs of defense and investigation), expenses, controversies, actions, rights, suits, assessments,

penalties, fines, charges, indemnities, guaranties, promises, commitments, appeals, defenses, omissions, contingencies, sums of money, judgments, executions and causes of action of any kind or nature whatsoever (whether known or unknown, foreseen or unforeseen, suspected or unsuspected, matured or unmatured, direct or indirect, fixed or contingent in contract, tort, by statute, at law, in equity or otherwise) (collectively, the "**Claims**") that any Releasing Party may now own, hold, have or claim to have against such Potential Defendant Party or any of such Potential Defendant Party's other Released Parties since the beginning of time through such Potential Defendant Party's Payment Time to the extent arising out of, in connection with or relating to Holdings or any other Debtor (including, without limitation, to the extent arising out of or relating to any of the Prepetition Distributions, the management of any of the Debtors, the Bankruptcy Case, the business or contractual arrangements solely between Holdings, on the one hand, and a Released Party on the other hand, and/or the restructuring of the Debtors) (all of the Claims referred to above in this Section 7(a) are collectively referred to herein as the "**Released Claims**"). From and after such particular Potential Defendant Party's Payment Time, Holdings, on its own behalf and on behalf of all of the other Releasing Parties, covenants that no Releasing Party will (and that Holdings will cause all other Releasing Parties and all other Persons who may seek to claim as, by, through or in relation to any of the Releasing Parties or any of the matters released by or on behalf of the Releasing Parties in this Settlement Agreement not to) sue, or bring, assert or otherwise pursue any Claim against, such Potential Defendant Party or any of such Potential Defendant Party's other Released Parties on the basis of or in any way relating to any Released Claim (regardless of whether the release of any such Released Claim is enforceable under, or prohibited by, applicable law or otherwise). Notwithstanding the foregoing, it is expressly understood and agreed that nothing contained in this Section 7(a) shall release or relieve any obligations of any Potential Defendant Party (as applicable), or any rights of Holdings, under this Settlement Agreement. Without implication that the contrary would otherwise be true, it is expressly understood and agreed that neither Holdings nor any other Debtor shall constitute a Released Party of any Potential Defendant Party.

(b) Without implication that the contrary would otherwise be true, it is expressly understood and agreed that each of the following is an Affiliate of each of the TCFIII Entities: (i) Southern Star Gaming, LLC, a Delaware limited liability company, (ii) Quantum Gaming Corp., a Delaware corporation, (iii) TCFIII Luck LP, a Delaware limited partnership, (iv) TCFIII Luck GP LLC, a Delaware limited liability company, (v) Trive Capital Luck Blocker LLC, a Delaware limited liability company, (vi) TCFIII Luck, (vii) Trive Capital Management LLC, a Delaware limited liability company, (viii) Trive Capital Holdings LLC, a Delaware limited liability company ("**TCH**"), (ix) each past, present and future investment vehicle, managed account or fund in which the general partner, member,

manager or the like thereof or the investment manager or advisor thereto is directly or indirectly controlled by TCH (each a "**Trive Fund**") (including, without limitation, Trive Capital Fund III LP, a Delaware limited partnership, and Trive Capital Fund III-A LP, a Delaware limited partnership) and (x) each past, present and future "portfolio company" of each Trive Fund (other than the Debtors).

(c) Holdings hereby represents and warrants on the date hereof, on the date on which each payment made hereunder occurs, and on the date that the Payment Time occurs with respect to each Potential Defendant Party that (i) there has been no assignment, transfer, sale, conveyance or other disposition by any Releasing Party of all or any portion of any Released Claim and (ii) the Releasing Parties are the sole owners and real parties-in-interest regarding all Released Claims.

(d) Notwithstanding anything contained in this Settlement Agreement to the contrary, it is expressly understood and agreed that (i) neither LBVI, nor Seven Aces, nor Ontario, nor RCB, nor Polito, nor Kassam, nor Boyden nor any of their respective Released Parties (1) (solely for clarification purposes and without implication that the contrary would otherwise be true) shall be or shall constitute a Released Party of either of the TCFIII Entities or any of their respective Released Parties (which include, without limitation, all of the Affiliates of the TCFIII Entities that are expressly listed in Section 7(b)), (2) (solely for clarification purposes and without implication that the contrary would otherwise be true) are being released hereunder by either of the TCFIII Entities or any of their respective Released Parties or (3) shall be entitled to the benefit of any of the provisions of Section 7(a) in any manner until their respective applicable Payment Time, (ii) neither of the TCFIII Entities nor any of their respective Released Parties (which include, without limitation, all of the Affiliates of the TCFIII Entities that are expressly listed in Section 7(b)) (I) (solely for clarification purposes and without implication that the contrary would otherwise be true) are being released hereunder by LBVI, Seven Aces, Ontario, RCB, Polito, Kassam, Boyden or any of their respective Released Parties or (II) shall be entitled to the benefit of any of the provisions of Section 7(a) in any manner until the Payment Time occurs with respect to both TCFIII Entities as contemplated by the immediately following clause (iii) and (iii) the Payment Time for the TCFIII Entities shall not occur unless and until both of the TCFIII Entities have timely paid to Holdings in accordance with Section 3 the entire amount of their respective portions of the Settlement Amount that are set forth across from their respective names on **Exhibit A** attached hereto (but taking account of the second to last sentence of Section 4).

(e) The waiver and release provided in this Settlement Agreement by Holdings, on its own behalf and on behalf of all of the other Releasing Parties, is intended to include both known and unknown claims. Holdings understands

that Holdings or any other Releasing Party may later discover Claims or facts that may be different than, or in addition to, those which Holdings or any other Releasing Party now knows or believes to exist with respect to the subject matter of this Settlement Agreement, and which, if known at the time of signing this Settlement Agreement, may have materially affected this Settlement Agreement or the decision of Holdings to enter into it. Nevertheless, Holdings hereby waives, on its own behalf and on behalf of all of the other Releasing Parties, any right or Claim that might arise as a result of such different or additional Claims or facts. Holdings has been made aware of, read, understands and has been fully advised by its attorneys as to the contents of the provisions of California Civil Code Section 1542 and any other similar state, federal or foreign law and hereby expressly waives, on its own behalf and on behalf of all of the other Releasing Parties, any and all rights, benefits and protections of such Section 1542 and each such other similar law, which provides:

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

8. **Entire Agreement**. This Settlement Agreement, together with **Exhibit A** attached hereto, constitutes the complete understanding of the Parties solely with respect to the subject matter covered herein and therein and supersedes all other prior oral or written agreements between or among the Parties solely with respect to the subject matter contained herein and therein, provided that this Settlement Agreement shall be in addition to, and shall not be limited by, the Plan (including any similar provision of the Plan). This Settlement Agreement cannot be altered, amended, or modified in any respect, except by a writing duly executed by each Party. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving Party. Each Party understands, acknowledges and agrees that (a) the representations, warranties, covenants, agreements and undertakings of the other Parties set forth in this Settlement Agreement are the sole and exclusive representations, warranties, covenants, agreements and undertakings of the other Parties relating to or made in connection with the transactions contemplated by this Settlement Agreement, (b) no other Party makes, and no other Party has made, any promises, representations, warranties, covenants, agreements or undertakings, express or implied, in connection with the transactions contemplated by this Settlement Agreement (other than those expressly set forth in this Settlement Agreement) and such Party has not relied on and has not entered into this Settlement Agreement in reliance on, and hereby expressly disclaims, any promise, representation, warranty, covenant, agreement or undertaking not expressly contained in this Settlement Agreement and (c) no Person has been authorized by any other Party to make any promise, representation, warranty, covenant, agreement or undertaking relating to such other Party or otherwise in connection with the transactions contemplated by this Settlement Agreement (other than those expressly set forth in this Settlement Agreement) and, if made, none of such promises, representations, warranties, covenants, agreements or undertakings were relied upon by such Party and all of them are hereby expressly disclaimed by such Party. The representations, warranties,

agreements and covenants in this Settlement Agreement shall survive the execution and delivery of this Settlement Agreement and the consummation of the transactions contemplated hereby. The language used in this Settlement Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rules of strict construction will be applied against any Party. All dollar amounts referred to in this Settlement Agreement are in United States Dollars ("**U.S. Dollars**"), and all amounts actually paid under this Settlement Agreement (after giving effect to Section 4 to the extent applicable) shall be paid in U.S. Dollars. Except as otherwise expressly set forth in Section 5, the remedies provided in this Settlement Agreement shall be cumulative and in addition to all other remedies available under this Settlement Agreement, at law or in equity (including, without limitation, a decree of specific performance and/or other injunctive relief).

9. **Voluntary Act**. Each Party represents and warrants that such Party is authorized and empowered to execute, and perform its obligations under, this Settlement Agreement. Each of the Parties acknowledges that it has read this Settlement Agreement in its entirety, fully understand its terms, and voluntarily accepts the terms set forth herein. Further, each Party acknowledges that it has had an opportunity to consult with legal counsel and any other advisers of its choice with respect to the terms of this Settlement Agreement and it is signing this Settlement Agreement of its own free will.

10. **Attorneys' Fees**. Each Party shall bear its own attorneys' fees and costs relating to the negotiation and execution of this Settlement Agreement.

11. **Successors and Assigns; Third Party Beneficiaries**. This Settlement Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of each of the Parties. This Settlement Agreement is intended for the benefit of the Parties, each of the other Released Parties, and each of their respective heirs, executors, administrators, personal representatives, successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other Person (it being expressly understood and agreed that each of the other Released Parties, and each of their respective heirs, executors, administrators, personal representatives, successors and permitted assigns are intended to be, and shall be, a third-party beneficiary of this Settlement Agreement entitled to enforce the terms hereof). Except to the extent provided in the immediately preceding sentence, there are no third-party beneficiaries with respect to this Settlement Agreement.

12. **Execution in Counterparts**. This Settlement Agreement may be executed in identical counterparts and may be transmitted by email, each of which shall be deemed an original for all purposes. This Settlement Agreement may also be executed and delivered in any other manner permitted under the laws of the State of Delaware.

13. **Governing Law**. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Settlement Agreement and all claims or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, arise out of, or relate to this Settlement Agreement or the negotiation, execution, or performance of this Settlement Agreement shall be governed by, and construed in accordance with, the procedural and substantive laws of the State of Delaware without regard to principles of conflicts or choice of laws or any

other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.

14. **Jurisdiction**. Any action brought in connection with this Settlement Agreement shall be brought in the Court of Chancery of the State of Delaware (the "**Chancery Court**") and any appellate court thereof (or, if the Chancery Court does not have jurisdiction over a particular matter, the Delaware Superior Court's Complex Commercial Litigation Division located in New Castle County, Delaware and any appellate court thereof), and the Parties hereby irrevocably consent to the jurisdiction of such courts and waive any objections as to venue or inconvenient forum; *provided, however*, during the pendency of Holdings' Bankruptcy Case, all legal proceedings pertaining to this Settlement Agreement shall be brought in the Bankruptcy Court; and *provided further, however*, if the foregoing Delaware courts do not have or will not exercise jurisdiction, the Parties consent to venue in the court where jurisdiction may be obtained. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR ARISING OUT OF THIS SETTLEMENT AGREEMENT.**

15. **Headings; Gender**. The headings of this Settlement Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Settlement Agreement. Unless the context clearly indicates otherwise, each pronoun herein shall be deemed to include the masculine, feminine, neuter, singular and plural forms thereof. The terms "including," "includes," "include" and words of like import shall be construed broadly as if followed by the words "without limitation." The terms "herein," "hereunder," "hereof" and words of like import refer to this entire Settlement Agreement instead of just the provision in which they are found.

16. **Severability**. If any provision of this Settlement Agreement is prohibited by applicable law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Settlement Agreement, *provided, however*, release or payment obligations herein between Holdings and any Potential Defendant Party may not be deemed amended without the consent of each Party adversely affected by such deemed amendment. The Parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s). Any Person having any rights under any provision of this Settlement Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Settlement Agreement (except as otherwise expressly set forth in Section 5) and to exercise all other rights granted by applicable law.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the below Party has caused this Settlement Agreement to be executed as of _____, 2023.

LUCKY BUCKS HOLDINGS LLC

By: _____
Its: Manager

IN WITNESS WHEREOF, the below Parties have caused this Settlement Agreement to be executed as of _____, 2023.

TCFIII LUCK ACQUISITION LLC

By:_____
Name: Conner Searcy
Its: Manager

TCFIII LUCK SPV LP

By: Trive Capital Fund III GP LLC
Its: General Partner

By: Trive Capital Holdings LLC
Its: Managing Member

By:_____
Name: Conner Searcy
Title: Managing Partner

IN WITNESS WHEREOF, the below Party has caused this Settlement Agreement to be executed as of _____, 2023.

LUCKY BUCKS VENTURES, INC.

By:_____
Name: Anil Damani
Title: President

IN WITNESS WHEREOF, the below Party has caused this Settlement Agreement to be executed as of _____, 2023.

SEVEN ACES HOLDINGS ULC

By: _____
Name: Manu Sekhri
Title: Authorized Signatory

IN WITNESS WHEREOF, the below Party has caused this Settlement Agreement to be executed as of _____, 2023.

2786692 ONTARIO INC.

By: _____
Name: Hassan Ijaz
Title: Director

IN WITNESS WHEREOF, the below Party has caused this Settlement Agreement to be executed as of _____, 2023.

RYAN C BOUSKILL PROFESSIONAL CORPORATION

By: _____
Name: RYAN C BOUSKILL
Title: Director

IN WITNESS WHEREOF, the below Party has caused this Settlement Agreement to be executed as of _____, 2023.

_____
STEPHANIE POLITO

IN WITNESS WHEREOF, the below Party has caused this Settlement Agreement to be executed as of _____, 2023.

_____
SHAFIK KASSAM

IN WITNESS WHEREOF, the below Party has caused this Settlement Agreement to be executed as of _____, 2023.

_____
JAMES BOYDEN

EXHIBIT A
SETTLEMENT PAYMENTS

Potential Defendant Party / Payor	**Portion of Settlement Amount Owed**
Luck Acquisition	$5,149,480
Luck SPV	$2,850,520
LBVI	$4,337,548.04
Seven Aces	$2,329,123.84
Kassam	$12,362.83
Boyden	$72,367.15
RCB	$121,696.37
Ontario	$96,152.34
Polito	$30,749.43

Exhibit F to RSA
Form of Joinder to the RSA

This Joinder to the Restructuring Support Agreement dated as of [•], 2023, attached to this Joinder as **Annex 1** (as the same has been or may be hereafter amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Agreement"),[1] by and among (a) the Company Parties, (b) the Consenting Lenders, (c) the Consultants and (d) the Sponsors, is executed and delivered by [•] (the "Joining Part[y][ies]") as of [•].

Agreement to be Bound. The Joining Part[y] hereby agree[s] to be bound by all of the terms of the Agreement. The Joining Part[y] shall hereafter be deemed to be [a] [Consenting Lender[s]] [Consultant[s]] [Sponsor[s]] for all purposes under the Agreement.

I. Representations and Warranties. The Joining Part[y] represent[s] and warrant[s] to each other Party that, as of the date stated above, it (a) is the legal or beneficial holder of, and has all necessary authority (including authority to bind any other legal or beneficial holder) with respect to, the Company Claims/Interests identified on the signature page for this Joinder, and (b) makes to each other Party, as of the date written above, the representations and warranties set forth in Section 9.1 and Section 9.2 of the Agreement.

II. Governing Law. This Joinder, shall be governed by and construed in accordance with the Laws of the State of New York applicable to contracts made and performed in the State of New York, without giving effect to any applicable conflict of Laws principles to the extent that the application of the Laws of another jurisdiction would be required thereby.

[Signature page follows]

[1] Capitalized terms used, but not defined, in this Joinder shall bear the meanings ascribed to them in the Agreement.

In witness of its Joinder to the Agreement, the following Joining Party has executed this signature page as of the date written above:

[•]

By: _____
Name:
Title:

Address for notices:

_____
_____
_____
_____

Principal amount under the TL Facility: $ _____

Principal amount under the RC Facility $_____

Other Company Claims/Interests: $_____

Annex 1 to Joinder
Restructuring Support Agreement

[Omitted from form of Joinder]

Exhibit G to RSA
Form of Transfer Agreement

The undersigned ("**Transferee**") hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of [•], 2023 (as the same has been or may be hereafter amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "**Agreement**"),[1] by and among (a) the Company Parties, (b) the Consenting Lenders, (c) the Consultants, and (d) the Sponsors, including the transferor to the Transferee of any Company Claims/Interests (each such transferor, a "**Transferor**"), and agrees to be bound by the terms of the Agreement to the extent the Transferor was thereby bound, and shall be deemed a ["Consenting Lender"] ["Consultant"] ["Sponsor"] under the terms of the Agreement.

I. Representations and Warranties. The Transferee[s] represent[s] and warrant[s] to each other Party that, as of the date stated above, it (a) is the legal or beneficial holder of, and has all necessary authority (including authority to bind any other legal or beneficial holder) with respect to, the Company Claims/Interests identified on the signature page for this Transfer Agreement, and (b) makes to each other Party, as of the date written above, the representations and warranties set forth in Section 9.1 and Section 9.2 of the Agreement.

II. Governing Law. This Transfer Agreement, shall be governed by and construed in accordance with the Laws of the State of New York applicable to contracts made and performed in the State of New York, without giving effect to any applicable conflict of Laws principles to the extent that the application of the Laws of another jurisdiction would be required thereby.

[Signature page follows]

[1] Capitalized terms used, but not defined, in this Joinder shall bear the meanings ascribed to them in the Agreement.

In witness of its Transfer Agreement, the following Transferee has executed this signature page as of the date written above:

[•]

By: _____
Name:
Title:

Address for notices:

_____
_____
_____
_____

Principal amount under the TL Facility: $ _____

Principal amount under the RC Facility $_____

Other Company Claims/Interests: $_____

Schedule 6.1.j

Specified Material Actions

1. take, adopt, or implement a material change in the relationship with, or settlement with respect to, any location owner inconsistent with past practice, including any termination, waiver or amendment to a location owner's applicable contract;

2. (a) grant to any Service Provider any increase in base salary, wages, bonuses or other incentive compensation, other than in the ordinary course of business in connection with a new hire or promotion based on job performance and which, in the case of increases granted in connection with a promotion based on job performance, will not exceed $50,000 per individual and $200,000 in the aggregate, (b) grant to any Service Provider any new, or increase any existing, change in control, retention, severance or termination pay, (c) issue, deliver, sell, pledge, encumber or grant any equity or equity-based awards to any Service Provider, (d) fund any rabbi trust or similar arrangement or otherwise secure funding for any Benefit Plan or Benefit Agreement, (e) effectuate any plant closing, relocation of work, or mass layoff that would incur any liability or obligation under the federal Worker Adjustment and Retraining Notification Act or any similar applicable state or local Law (collectively, the "WARN Act"), or (f) grant or forgive any loans to any Service Provider;

3. (a) make any material change to the management structure of any Company Party or any of its subsidiaries, (b) hire any Service Provider who would have annual compensation in excess of $100,000 (each, a "Material Service Provider"), or (c) terminate any Material Service Provider other than for cause, death or disability;

4. make any change in any method of financial accounting or financial accounting practice, policy or procedure other than as may be appropriate to conform to changes in United States generally accepted accounting principles in effect from time to time (or any interpretation thereof) after the date hereof or as may be required by changes in applicable Law after the date hereof;

5. adopt, terminate or materially amend any Benefit Plan or other management or employee incentive, bonus, benefit, termination pay, deferred compensation, retention, equity-based or equity pay, program, policy agreement or arrangement with any Company Party;

6. assign, transfer, lease, sub-lease, cancel, fail to renew or fail to extend any material certificates, licenses, permits, authorizations and approvals of or issued by any governmental or regulatory authorities (including any certificates, licenses, permits, authorizations and approvals of or issued by the GLC or under applicable COAM Laws) or discontinue any service or operations that require prior regulatory approval for discontinuance;

7. commence, pursue, compromise, settle or agree to settle any claim, suit, action, hearing, litigation, administrative charge, investigation, arbitration or other material proceeding (whether civil, criminal, administrative, or investigative) either (i) with, before, or against any governmental or regulatory authority (including the GLC) or (ii) to the extent it would: (A) constitute or result in injunctive relief or other non-monetary relief that would impose any restriction on the operations of the Company Parties or their respective businesses, (B) constitute a criminal violation or (C) result monetary liability to the Company Parties in excess of $50,000, individually or in the aggregate with any related claims;

8. except for any actions related to any consolidated tax returns, the effect of which is not material to the business of the Company Parties, (i) change any material tax election, tax practice or procedure, or tax accounting method, (ii) settle or compromise any material tax claim, audit or assessment, enter into any closing agreement under section 7121 of the Internal Revenue Code of 1986, as amended (or any similar provision of state, local or non-U.S. tax Law), (iii) consent to an extension or waiver of the limitation period applicable to any material tax claim or assessment (other than an ordinary course extension of time to file tax returns), (iv) file any material amended tax return (other than any tax returns with respect to sales tax or property tax amended in the ordinary course of business), (v) initiate any material voluntary tax disclosure or (vi) file or relinquish any claim for material tax refunds;

9. enter into, amend, waive or otherwise modify any Related Party Agreement;

10. enter into, or renew, any contract that restricts the ability of any Company Party or their respective businesses to compete with, or conduct, any business or line of business in any geographic area, or that grants any counterparty any exclusive right or right of first refusal; or

11. agree, authorize or commit, whether in writing or otherwise, to do any of the foregoing.

Schedule 6.3.b

GLC Information

With respect to each Consenting Lender, such Consenting Lender shall provide the following information to the Company Parties for submission to the GLC, in each case, to the extent required in order to obtain any approvals of or provide any required notices to the GLC or otherwise as required pursuant to the rules of the GLC and/or any other applicable COAM Law in connection with the Stand-Alone Restructuring Transactions or the occurrence of the OpCo Plan Effective Date:

1. Completion and execution of the attached Coin Operated Amusement Machine Application on behalf of such Consenting Lender or group of affiliated Consenting Lenders.

2. Management entity name, address, and contact party with phone number for such Consenting Lender or group of affiliated Consenting Lenders.

3. Copies of such management entity's organizational documents for such Consenting Lender or group of affiliated Consenting Lenders.

4. Appropriate contact person on behalf of such Consenting Lender to whom requests for additional information or clarifications should be submitted.

Schedule 6.4(a)

1. Independent Contractor Agreement by and between Hassan Ijaz and Lucky Bucks, LLC, effective as of January 1, 2020.

2. Employment Letter by and between Shafik Kassam and Lucky Bucks HoldCo, LLC, dated as of October 18, 2016.

3. Employment Agreement by and between James Boyden and Lucky Bucks, LLC, effective as of March 12, 2020.

Annex 6.3.b

Coin Operated Amusement Machine Applications

PART 2 - Personal Information

Coin Operated Amusement Machine Application
GEORGIA LOTTERY CORPORATION • P.O. Box 56927 • Atlanta, GA 30343
1-800-746-8546 - OPTION #4 - Retailer Contracts Administration

This information must be completed for each of the primary (top 10) owners, partners, and shareholders of the business.

CLASS B MASTER LICENSE ID#:

1. First, Middle & Last Name of Owner or Principal:	2. M or F:	3. Title:	4. Race:	5. Date of Birth:

6. % of Ownership:	7. E-mail:	8. Primary Phone #:	9. Alternate Phone #:	10. Social Security #:

11. Home Address:
Address line 1: _____
Address line 2: _____
City: State: Zip Code:

12. List all other names you have used, including nicknames, surnames other than your true name, or if female, furnish your maiden name:

	First	Middle	Last
a.			
b.			

13. Place of Birth: City: State: Country:

14. Height:	15. Weight:	16. Hair Color:	17. Eye Color:

18. Do you reside in the same household as any officer or employee of the Georgia Lottery Corporation? ☐ Yes ☐ No

19. Are you a vendor, employee or agent of any vendor of the Georgia Lottery Corporation? ☐ Yes ☐ No

20. Have you been convicted of a criminal offense related to the security or integrity of the lottery in this or any other jurisdiction? ☐ Yes ☐ No

21. Have you been convicted of any illegal gambling activity, false statements, false swearing or perjury in this or any other jurisdiction or convicted of any crime punishable by more than one year of imprisonment or a fine of more than $1,000.00 or both? ☐ Yes ☐ No

22. Are you delinquent in taxes, fees or other obligations owed to the State of Georgia? ☐ Yes ☐ No

23. Have you filed bankruptcy in the last seven (7) years? ☐ Yes ☐ No

24. Are you related to a COAM Class B Manufacturer, Distributor, Location Owner or Operator? ☐ Yes ☐ No

25. Have you had any interest in any business operating as a COAM Class B Manufacturer, Distributor, Location Owner or Operator within the last 5 years? ☐ Yes ☐ No

If Yes, did you divest your interest? ☐ Yes ☐ No

26. If you answered "Yes" to any of the above questions, please explain in the box below and if you answered "Yes" to question #25, please also provide the date of the sale and the name, address and phone number of the purchaser in the box below:

27. Have you viewed the COAM Regulatory and Licensing video available at www.gacoam.com? ☐ Yes ☐ No

28. Are you a U.S. Citizen? ☐ Yes ☐ No

CONSENT AND AUTHORIZATION FOR RELEASE OF PERSONAL BACKGROUND INFORMATION:

I hereby certify that the information contained on this form or otherwise submitted by me to the Georgia Lottery Corporation ("GLC") in connection with this Applicant's application to become a Bona Fide Coin Operated Amusement Machine (COAM) licensee is true and correct in every respect. Specifically, I certify that I have reviewed both the Applicant's 'Business Information Page(s)' as submitted, and my own 'Owner Information Pages' for this application, and I certify that the information contained therein is true and correct in every respect. I understand, agree and consent that GLC may make any and all investigations of my background in order to satisfy the GLC requirements for qualification of the Applicant as a COAM Licensee, which investigations may include, without limitation, criminal history record information, credit history records, tax records, public records and other official records, and the investigation generally of any other matter relating to both me and the Applicant being a COAM Licensee. As a potential COAM Licensee or a current COAM Licensee, licensed by the "GLC", or as an owner of same, I am required to furnish certain information for use in determining my qualifications. I hereby authorize GLC to request a credit report, conduct a criminal background investigation, or conduct any other investigation as may be necessary to process my COAM Licensee Application. I authorize GLC to share any such information, privileged, confidential or otherwise, necessary to consider the application to become a COAM Licensee. I further consent to allow GLC to use and share such information in any and all manners consistent with all applicable laws and necessary to effectuate, administer or enforce all rights, orders and obligations arising out of the relationship between the Applicant and GLC. A photocopy of this release will be valid as an original thereof, even though said photocopy does not contain an original writing of my signature. This release will expire upon the final termination of the Applicant's COAM License obligations to the GLC. I further understand and acknowledge that providing inaccurate or misleading information is grounds for rejection of this application and suspension or cancellation of the COAM License and may subject the Applicant and me to the penalties set forth in the Georgia Lottery for Education Act, O.C.G.A. §50-27-1, et seq.

Signature _____ Print Name _____ Date _____

NOTARY

STATE OF: _____ COUNTY OF: _____

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____ (MONTH) _____ (YEAR)

Notary Public Seal and Signature: _____ My Commission Expires: _____

Personal Identification (ID) is required to be presented to and verified by Notary Public. Type of ID: _____ ID Number: _____

Schedule 9.3.b

1. Independent Contractor Agreement by and between Hassan Ijaz and Lucky Bucks, LLC, effective as of January 1, 2020.

2. Employment Letter by and between Shafik Kassam and Lucky Bucks HoldCo, LLC, dated as of October 18, 2016.

3. Employment Agreement by and between James Boyden and Lucky Bucks, LLC, effective as of March 12, 2020.

Schedule 9.3.c

None